

REMOTE BANKING AGREEMENT

1. ACCEPTANCE AND REGISTRATION

This agreement applies to you if you use any of the following self service Banking channels: Online Banking, Cellphone Banking, FNB.mobi, the FNB Banking App and Telephone Banking. This important document sets out the rights and duties between you and FirstRand National Bank Namibia Limited, ("the Bank"). Read this document carefully. You must contact the Bank if you do not understand any part of this document. This agreement was amended on 05 October 2016.

It forms an agreement between First National Bank of Namibia Limited, with registration number 2002/0180 ("the bank") and the bank's customer and if applicable, those natural persons the customer has chosen to access and/or transact on its accounts, using the service channels ("users"). For convenience, in this agreement "you" or "your" refers to both "the customer and user(s), or the customer or a user, as the context requires" and (where appropriate) also refers to any separate legal entity, such as a company. In this agreement "we, us, or our" only refers to the bank. This agreement governs your and our rights and obligations when you use any of the service channels. You will become bound to the most recent version of this agreement when you register to use any of the service channels; obtain access rights; access mechanisms and/or access codes to use any of the service channels; or when you use any of the service channels, whichever happens first. Before you can use the service channels you must register on the service channel. FNB customers refer to www.fnbnamibia.com.na ("the website") for more information on how to register for the different service channels. To use the service channels you must be at least 18 years old or have your parent/legal guardian's consent or be emancipated. By registering to use the service channel you confirm that you are at least 18 years old or have your parent/legal guardian's consent or have been emancipated, as the case may be.

Please also see our Privacy Policy (found on the website), which explains how, and when we collect, use, share and store your personal information. Nothing in this agreement must be interpreted to exclude any rights granted to you by any applicable law.

2. OTHER AGREEMENTS ALSO APPLY TO YOU

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

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

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

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

3. FEES

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

4. ACCESS CODES

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

5. NOTICE TO CELLPHONE BANKING CUSTOMERS

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

6. ACCOUNT INFORMATION

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

7. NO OFFER

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

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

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

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

All instructions we receive, including an instruction to pay a third party or transfer funds between your accounts, are subject to the transaction limits set by you or the bank. If you have exceeded your transaction limits we will not carry out the instruction. Contact our call centre 0612992222.

10. USERS ACT ON YOUR BEHALF

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

We may require of an additional layer of security (verification) for certain transactions. Such as where a unique number (OTP or one time PIN) is sent to your device before the transaction can be completed. Take note: You can have the OTP sent to your inContact number or a separate mobile number of your choice. **A loss of signal to your OTP or inContact number can indicate a SIM SWAP and you should check your account immediately or notify the Bank to minimise your loss.**

Take note: For your convenience, the same login or access details can be used to access different electronic channels. This means that if your access details or lost or stolen or disclosed to someone else "compromised" your details on one channel you can be defrauded across all the electronic channels which can expose you to greater losses. **You must immediately contact the Bank if you know or even suspect that your access details have been compromised to ensure that your loss is minimised.**

We are entitled to act on and accept all transactions done after your access codes have been entered or applied

Since we deal with you non-face-to-face we will act on and accept all instructions or transactions ("transactions") done after your correct access codes have been entered and you meet the verification requirements set by us. We will assume that all such transactions have been authorised by you, even if such transactions took place without your knowledge or consent or were not authorised by you. This will not apply to transactions that occur after you have requested that we cancel your access codes.

You must never reveal your access details to anyone under any circumstances. This includes when you use third party applications (apps) and sites. Certain financial aggregation apps (such as apps that help you track your spending across different financial institutions) may ask you to enter your access details to use their service. Take note that if you do so you put yourself at risk. In addition third parties will be able to access information about your accounts, banking history and other confidential information. You use such sites and apps at your own risk. If you are defrauded because you used a third party app or site the Bank will treat this as a voluntary compromise of your access details and confidential information and will not be legally responsible to you or any other person for any loss or damage you or they suffer.

11. CHANGES TO A USER'S ACCESS RIGHTS

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

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

You are responsible for giving us correct and complete information and instructions when you transact.

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

13. WE DO NOT VERIFY OR CONFIRM INSTRUCTIONS

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

14. TRANSACTIONS CANNOT BE CANCELLED

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

15. TURNAROUND TIMES

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

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

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

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

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

18. FRAUD

We strongly recommend that you ensure that your device which you use for transacting is always in your possession and protected with an additional access code, password or pattern lock. We further advise that should your device to which your Banking App is linked is no longer or in your possession either permanently (for eg. Due to theft, loss or in the event that you have sold it) or temporarily (your device is being repaired) you should delink your Banking App immediately.

If you receive suspicious communications (including emails, SMSs) call the Bank's Fraud Team on (061) 299 2187

For immediate action and assistance, we recommend that you call the Fraud Team. Please include your name and number in your email in case we need more information from you.

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

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

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

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

19. NOTIFICATION SERVICES

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

The *inContact* Service is a messaging system which provides you with notifications of certain account activity via SMS to your selected Mobile number and/or email to your email address and/or, IM (Instant Message) to linked Banking App. Should you elect to receive your inContact notifications via your Banking App be advised that we will first attempt to send you an IM and should we be unable to do so, we will send you an SMS.

Customers who have a linked Banking App will not receive an OTP via sms but a notification via IM (instant messaging) via the Banking App requesting you to approve or decline the transaction. It is your responsibility to ensure that you are connected to WiFi or have data on your device.

20. HOW WE CAN COMMUNICATE WITH YOU

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

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

You are alone responsible for making sure that you have the necessary hardware, software and access to third-party communication services to make use of the service channels. You alone are responsible for paying the costs of obtaining the necessary hardware, software or third party communication services.

For example you are responsible for paying the relevant cellphone network service provider charges that you incur when using the service channel. In order to use the Banking App you must ensure that you have a compatible smartphone and access to data. In order to make use of Online Banking or dot.mobi you require a compatible device and access to an internet connection. If you want to use cellphone banking you need to obtain the recommended cellphone and software, and are responsible for paying the relevant cellphone network service provider charges that you incur when using the service channel.

We have no control over the equipment, software or service providers. It is your responsibility to ensure that you have the necessary antivirus or anti-malware software on your device. We are not responsible for any error or delay that may arise as a result and are also not responsible if you are unable to access the service channels because of your equipment, software or services provided to you by third parties.

22. NO WARRANTIES

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

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

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

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

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

24. YOUR PRIVACY

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

25. YOUR SECURITY

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

You must never disclose your access codes to any person, including any staff member of the bank or any person claiming to work for or representing the bank in any way. You must (where applicable) log off from the service channel (e.g. Online banking) when you have finished transacting. You must use recommended hardware and software. Failure to do so may result in the service channel not being available or not operating properly. Failure to do so may also expose you to security risk.

26. AVAILABILITY OF SERVICE CHANNELS AND VALUE ADDED SERVICES

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

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

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

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

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

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

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

29. THE BANK IS NOT RESPONSIBLE FOR THIRD PARTY SOFTWARE

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

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

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

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

31. THE BANK CAN AMEND THIS AGREEMENT

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

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

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

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

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

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

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

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

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

33. GENERAL

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

Where dates and times need to be calculated the international standard time (GMT) plus 2 (two) hours will be used.

The indulgence, extension of time, waiver or relaxation of any of the provisions or terms of this agreement, or failure or delay on the bank's part to exercise any of its rights will not operate as an estoppel against it nor shall it constitute a waiver by use of such right. We will not thereby be prejudiced or stopped from exercising any of our rights against you which may have arisen in the past or which might arise in the future.

Any provision in this agreement which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it were not written and severed from this agreement, without invalidating the remaining provisions of this agreement.

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