

FNBy Islamic Account

This important legal document sets out the terms & conditions that apply to all customers that have FNBy Islamic accounts with FNB. These terms & conditions are governed by Islamic Law on the Mudharabah principle. This agreement forms an agreement between the account holder (“the customer”) and any account user, and FNBy Islamic Bank (“FNBy”), which is a business unit of FNB. (FNBy is a business unit of First National Bank, which is a division of FirstRand Bank Limited.)

In these terms and conditions “you” or “your” refers to the customer and/or the account user, as the context requires. These terms and conditions explain your and FNBy’s legal rights and duties to each other. You must read these terms & conditions carefully. You must contact FNBy or get advice if you don’t understand any part of these terms and conditions.

These rules must be read with the other terms & conditions that apply to your relationship with FNBy. If you use the account FNBy can assume you have accepted this agreement.

1. PROFIT SHARE

You will earn profits on this account. You will be repaid the amount deposited into the account less any fees that apply to your account.

- The balance in your account may not fall below the minimum account balance FNBy requires from time to time.
- You understand that transferring funds between your accounts can take up to 2 (two) business days.
- The account may not be overdrawn. This means you may not use more money than you have in your account.
- The FNBy Islamic Account is a profit share agreement between you and FNBy, governed by Islamic Law on the unrestricted Mudharabah principle. This means that all monies transferred to the account will be invested by FNBy Islamic in FNBy’s absolute discretion but within the principles of Islamic Law. Note because the money is invested, the money kept in the Islamic account may be at risk, but you may withdraw these funds at any time so long as the minimum balance, as advised from time to time is maintained.
- FNBy will calculate the profit share on these investments monthly.
- The profit sharing ratio between FNBy and depositors is 60:40 (60% to FNBy and 40% to the depositor). The net profit that is to be distributed is calculated after deducting FNBy’s share as a Mudarib (Manager of capital) and then after deducting FNBy’s share as a partner.
- Profit is allocated to individual depositors on the basis of a weighting system, taking into account the type of account, its duration and the amount of the investment. The profit share weighting for the various account types is as follows:

Account type	Savings Pocket/ FNBy Islamic Account	Fixed term 30 days	Fixed term 90 days	Fixed term 180 days	Fixed term 270 days	Fixed term 365 days	Fixed term 24 months	Fixed term 36 months	Fixed term 48 months	Fixed term 60 months
Weighting	25	44	48	55	56	58	59	63	69	73

- You are only entitled to a share of profit if your account is active and in good standing when FNBy makes the distribution.
- You will be entitled to a pro rata share of the profits earned by FNBy on these investments based on the average balance on the FNBy Islamic Account weighting for the period of calculation, provided that your account is active and in good standing when FNBy makes the distribution.
- If a loss is declared, you agree to carry this loss on the basis of your pro-rata share of the losses based on the average balance on your account for the period of calculation, provided that the loss will not exceed the total amount of the investment.
- FNBy is entitled to retain any losses and deduct these losses from future profit distributions to you. FNBy can at its discretion re-structure the profit share method. FNBy will give you prior notice of this. FNBy will use a fair method of sharing the profits and will apply this method consistently amongst all customers who hold active Shari’ah compliant accounts with FNBy.

2. REPRESENTATIVES (PERSONS ACTING ON YOUR BEHALF)

Only your authorised representatives may act on your behalf. You must inform FNBy from time to time using the forms or process FNBy requires about which person(s) are authorised to represent you and what authority they will have. You alone are responsible for deciding and checking the powers given to your authorised representatives. You must give FNBy correct and up to date information about your authorised representatives. FNBy can require the authorised representatives to verify information provided by you. Until FNBy receives all the necessary documents or instructions regarding authorised representatives FNBy will act according to the last recorded instructions you gave FNBy. If FNBy receives conflicting instructions from any person appointed as an administrator or in any representative capacity it can at its option (a) refuse to carry out any instructions or transactions; or (b) act on the instruction of any person who was recorded as valid administrator or representative at the time the instruction was given. You must ensure that your administrators and representatives do not give FNBy conflicting instructions. FNBy may act on all instructions from your authorised representatives and debit their transactions to your account. You are legally responsible for all authorised and unauthorised transactions of your representatives and for all their actions and/or omissions. FNBy will not be liable for any action, loss or fraud committed by any representative. FNBy will also not be liable if any representative acts outside of its mandate from you. You will ratify any such acts committed by your representatives and agree to indemnify FNBy for any such actions, losses, legal and other costs and expenses. You will be liable for the value of transactions made by you or your representatives on any account, products or service, plus fees and charges on such transactions. You understand the risks associated with giving someone the ability to act and transact on your behalf, particularly where the approval or knowledge of another person is not required. You understand the risks associated with allowing persons to access account information or transact on your accounts using their own personal banking profile. You alone are responsible for putting the available safeguards, including controls and separation of roles, in place to prevent fraudulent transactions on your accounts, including placing limits on accounts, requiring approvals of transactions and/or requiring notifications to go to senior persons other than those who transact. FNBy will, however, not be liable for any delays in payment or transfer of funds because of restrictions that apply to your authorised representatives’ powers, whether these were imposed by you or any other person or body, a court or the law, or by FNBy for security or risk management purposes. If an account is closed the representatives’ access rights will automatically end for that account. This will not affect a representative’s rights on remaining accounts and/or banking channels. FNBy may restrict any person’s authority without notice if FNBy has the need to do this but will not extend (increase) any person’s authority without your prior consent.

3. MINIMUM BALANCE AND OVERDRAFT FACILITY

You may withdraw funds from your account at any time, so long as the minimum balance, as advised from time to time, is kept in the account to keep the account active. There are no overdraft facilities on the account.

4. AVAILABILITY OF FUNDS

FNB does not have to process payment instructions, including, debit orders and stop orders if these payments exceed the available balance in your account. Without affecting the foregoing, FNB can in its sole discretion process these payments, in which case you will be legally responsible to pay back the amounts paid plus all related fees. For purposes of this agreement "available balance" means, an account's credit ledger balance less the value of un-cleared cheque deposits and funds reserved for other purposes.

5. PAYMENTS (Turnaround times and errors)

Unless you request a special service to speed up a payment you must allow for at least 2 (two) business days for an EFT (electronic funds transfer) payment to reach the account of the person you are paying ("beneficiary"). Please note that some beneficiaries may have special processing requirements that may delay the payment process further.

FNB will not be legally responsible to you for any loss or damage because of any errors or omissions on your part when creating payment instructions. FNB does not check the bank account details or identity of beneficiaries. FNB are not responsible for any loss or damage because of system, technical or manual failures outside of FNBs control. FNB will not reverse any payment instruction after it has been processed. FNB may (if possible) attempt to reverse an instruction, provided the recipient account is held with FNB and the recipient gives FNB its explicit consent to do so. Certain instructions cannot be reversed or cancelled, including pre-paid purchases. If a recipient account is held with another institution, FNBs role is simply to pass on your instruction.

FNB will not be legally responsible for any act or omission on the part of such institution. FNB will not accept an instruction to stop the payment of a validly drawn instrument after it is presented for payment.

This paragraph applies to any cheque, promissory note, bill of exchange or other negotiable instrument ("instruments"). If an instrument is deposited into your account or given to FNB to settle an obligation to you, FNB will credit your account before the cheque is cleared. By crediting your account FNB does not warrant that the instrument will be paid. FNB will reverse the credit and debit your account if the instrument is not cleared for any reason. This means that if you use the proceeds of an instrument before it clears, you do so at your own risk. If you require certainty about an instrument before it is cleared you must request FNB to process it as a special clearance or for special presentation. In such case FNB will, for a fee, only credit the value of the instrument to the account after payment is confirmed. FNB is not responsible for your errors or omissions or that of any depositor or for ensuring you have lawful title to the instrument. FNB can use any clearing system used by clearing banks. While FNB takes reasonable steps to prevent loss of, or damage to, instruments, if any instrument is lost or damaged when it is being cleared, the instrument will be treated as lost and FNB will debit your account accordingly.

6. BREACH

You will be legally responsible for the value of transactions made by you or account users, plus fees and charges on such transactions. All transactions, fees and charges will be shown on the statement, ATM mini statement of the account or on a transaction record on FNBs banking channels. FNB has the right to demand immediate payment from you of any amount overdrawn. "Overdrawn" means you have exceeded the available balance of your account. You will be in breach if you do not pay this outstanding amount or make appropriate arrangements with FNB and FNB will have the right to take legal action against you, without further notice, to recover what you owe FNB.

7. TERMINATION

FNB may close the account and cancel this agreement if the balance falls below any required minimum balance or otherwise at any time after a reasonable notice period has passed. You may terminate the agreement by notifying FNB in writing. All transactions/instructions submitted before termination will be carried out by FNB. FNB is entitled to keep sufficient funds in the accounts to provide for amounts that may become due after termination. Once all pending transactions have been processed you may withdraw the remaining capital from the account. Any amount you owe FNB will remain due and payable on account closure. Your account will be regarded as dormant if there is no activity on the account for a specific period of time. Consult a branch for dormancy periods applicable to your account. FNB may close dormant accounts. If this happens you may claim any funds in that account within sixty years from the date of the last transaction on the account. If the account balance is in debit and FNB has not recovered the amount owing after a period of time considered by FNB to render the account overdue, the bank may at its discretion write-off the amount involved and/or record the debt against your name of with any credit bureau or similar agency after the necessary notice has been given to you. Any cards must be returned to FNB if the account is closed.

8. NOTIFICATION SERVICES

Notification Terms & Conditions apply. Visit any FNB branch or www.fnb.co.za for more information. Please note that you must query any unauthorised transactions on your account within 24 hours from the time the inContact message was sent to you. If you don't do this you may be responsible for that transaction.

9. IMPLICATIONS OF BUSINESS RESCUE

If any steps are taken to commence business rescue proceedings for a commercial or business customer, or anyone providing any security for the debts of a commercial or business customer to FNB, any outstanding balance that that commercial or business customer owes FNB will immediately become due and payable to FNB, and that customer will not be allowed to transact on any of its accounts and all amounts shown as a credit in the customer's accounts will be frozen.

10. YOU ALONE CARRY THE RISK OF SENDING INSTRUCTIONS TO FNB USING EMAIL, TELEPHONE OR FAX:

You may request that FNB accept instructions from you by email and/or telephone and/or fax. You hereby confirm and understand that FNB will do so on the following basis. FNB will not verify (check) that instructions were actually sent by you or your representatives using any of these indirect communication methods. FNB will act on the instructions as if authorised persons sent them. You understand that these indirect communication methods are not safe and carry greater risks than face-to-face communications or communications using FNB's other secure non-face to face banking channels like online, cell phone or telephone banking. 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 FNB. You agree to accept these risks. FNB 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 FNB for any loss or damage you suffer because of this. You indemnify and hold FNB harmless, against any claim against FNB for any loss or damage that it or any other person suffers because you chose to use these indirect communication methods. You understand that FNB will not be liable to it or its representatives for any loss or damage that it or they suffer because you chose to use these indirect communication methods. You will be legally liable to FNB or any party for any loss or damage FNB may suffer because of your decision to use these indirect communication methods. Your representatives are solely responsible for making sure that FNB received an instruction. FNB will only be deemed to have received an instruction once it has actually confirmed receipt in writing. You will be liable if an instruction is sent more than once. FNB is also not liable for any errors, omissions or delays in transmission of any communication.

11. GOVERNING LAW

The law of the Republic of South Africa governs this agreement and all disputes, actions and other matters about this agreement will be determined according to this law, provided that the provisions will also be governed by Islamic Law on the Mudharabah principle. If there is a conflict, if it is a banking issue then the South African Governing Law will prevail, but if it relates to any other issue relating to Shari'ah Law then Islamic law will prevail.

All agreements for Islamic Banking products have been approved by FNB Shari'ah advisory Committee. FNB relies on the interpretation as made by FNB Shari'ah Advisory Committee. While FNB will at all times take all reasonable steps to ensure that FNB Islamic Banking products comply with the requirements as determined by the Shari'ah Advisory Committee, you are alone responsible for taking all necessary steps to satisfy yourself that FNB Islamic products are compliant.

FNB GENERAL TERMS AND CONDITIONS

1. THIS DOCUMENT RECORDS YOUR AND OUR AGREEMENT

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

2. FEES YOU MUST PAY US

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

3. WHEN AND HOW WE WILL SEND YOU STATEMENTS

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

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

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

5. HOW WE TREAT YOUR PERSONAL INFORMATION

- We will treat your personal information as confidential and take all reasonable steps to protect your personal information. We will only disclose your personal information if:
 - the law requires us to do so;
 - it is in the public interest to do so;
 - our interests require disclosure; or
 - You have given us your consent.

To consider your application for any FNB products or services or maintain a relationship with you, you agree that we may - as part of our checking and account maintenance processes – do the following:

- Get certain of your personal information from any other party (e.g. a credit bureau or a government agency).
- Disclose some of your personal information to these parties to get the information we need. If we do this we will never disclose more information than we need to.

6. YOUR AND OUR ADDRESS FOR SENDING CORRESPONDENCE AND LEGAL NOTICES

- We may communicate with you using any means (electronically, fax, paper).
- We will send any communications (including statements) to the last postal; street; email address, telephone; cellphone or fax number we have on record for you or that is known. We may also communicate with you using our website, our banking channels (online, cellphone, telephone, ATM or our branches) or by means of a publication/advertisement in the media.

- We will serve legal notices and summonses at the last street address we have on record for you. You choose this address as your domicile address for serving legal notices and summonses.
- You must send us any legal notices or summonses to the following address, which we choose as our domicile: FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg 2001.
- You must immediately tell us if any of your addresses, phone or fax numbers change.
- You can do this by contacting us, visiting any FNB Branch or by calling our call centre. (If you change your street address, you must give us proof of your new address.) It may take up to 7 (seven) days for the change to reflect on our systems.
- So we can update your records you agree that we may get your addresses and contact numbers from other companies in the FirstRand Limited Group. We will only use this information as stated above.
- Any correspondence we send to you by:
 - post, will be considered to have been received by you within 14 days from the date on which we posted it;
 - by fax, email or SMS, will be considered to have been received by you on the day it was sent, or in the case of a Saturday, Sunday or public holiday, on the next business day.
- Any notices or correspondence we make available on our website, our ATM network, and our branches or in the media will be considered to have been received by you on the date it was published.

7. JURISDICTION AND COSTS

- We can bring any action against you under this or any other agreement we have with you in the Magistrate's Court, even if the amount claimed exceeds the jurisdiction of that Court.
- You agree to pay all the expenses we spent in recovering any money you owe us, including, our legal costs on the attorney and client scale; collection charges; tracing fees, plus VAT. Attorney and own client scale means the rates actually charged by our attorneys. These rates may be higher than the rates the courts allow.

8. IF YOU APPOINT OTHER PERSONS TO USE YOUR ACCOUNTS YOU ARE RESPONSIBLE FOR THEIR ACTIONS

- If you complete the necessary bank form, we will allow another person to use your account. We refer to these persons as account users.
- You will be responsible for all debts account users incur including our fees and charges, any overdrawn amounts. You will be responsible for anything they do or fail to do.
- There is risk involved in giving another person access to your account. You must consider if restrictions or limits must apply.
- You must provide correct and up to date information about the account users. You alone are responsible for deciding and checking what rights must be given to account users.
- You can cancel an account user's rights at any time by completing the required bank forms. You will be liable for all transactions they made before you did this, including future dated payments and cheques.
- The rights you gave to any account user come to an end when you end their authority or where the law says so, such as on your death or if you become legally incompetent.

9. FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 "FAIS" – REGULATORY DISCLOSURES

About the Financial Service Provider "FSP"

Full name, registration number and FSP Number.	First National Bank ("FNB"), a division of FirstRand Bank Limited Registration No. 1929/001225/06. FSP No. 3071
Physical and Postal Address	6 th Floor, 1 First Place, Simmonds Street, Bankcity, 2001 P O Box 1153, Johannesburg, 2000
Contact details for general enquiries	Tel – 0860 11 22 44/ +27 11 369 1088 (International) website- www.fnb.co.za
Compliance officer	Tel – 011 371 7953 Fax – 011 371 2192
Complaints	Tel – 0860 11 22 44 Fax - (011) 632 2317 Email – care@fnb.co.za

- FNB is approved as a FAIS Category I, II and III licensee. FNB is duly authorized by the Financial Services Board to provide FAIS financial services in respect of the following financial products:
- Category I – Advice and Intermediary Services:
 - Long-Term Insurance Categories A, B1,B2 and C; Short-Term Insurance - Personal Commercial Lines; Long and Short Term Deposits, Pension Fund Benefits, Securities and Instruments: shares, money market, debentures and securitized debts, warrants, certificates and other instruments acknowledging debt, bonds, derivative instruments, participatory interest in Collective investment scheme, foreign currency denominated investments instrument, friendly society benefits
- Category II – intermediary services:
 - Securities and Instruments: shares, money market, debentures and securitized debts, warrants, certificates and other instruments acknowledging debt, bonds, derivative instruments, participatory interest in Collective investment scheme, foreign currency denominated investments instrument.
- Category III – intermediary services:
 - Securities and Instruments - Shares

FNB does hereby declare the following:

- FNB holds no financial interest in the product supplier, being “FNB Life”.
- FNB does hold prescribed professional indemnity insurance.
- FNB earns commission and/or remuneration, in accordance with the Long Term and Short Term Insurance Acts.
- It has a written mandate to act for the product supplier, being “FNB Life”.
- The product supplier’s products are provided under a contractual agreement between the product supplier and FNB.
- FNB takes responsibility for the actions of its authorized representatives insofar as they are providing financial services (some of whom may be providing FAIS financial services under supervision).
- About the Product Supplier

Full name, registration number and FSP number	FNB Life, a division of Momentum Group Limited (“FNB Life”). Registration No. 1904/002186/06. FSP number: 6406
Physical and Postal Address	267(B) West Avenue, Centurion, 0157 P O Box 8757, Centurion, 0046
Contact details for enquiries	Tel – 0860 101 202 Fax – 012 675 3931 Email – customerservice@fnbinsurance.co.za
Compliance officer	Tel – 082 389 0076 Fax – 0866 452 578
Complaints	Tel – 0860 101 202 Fax – 012 675 3931 Email – customerservice@fnbinsurance.co.za

- FNB Life is approved as a FAIS Category 1 and IV licensee. FNB Life is duly authorized by the Financial Services Board to provide financial services in respect of the following financial products
- Category I – Advice and Intermediary Services:
 - Long Term Insurance categories A, B1, B2 and C
 - Short-Term Insurance – Personal and Commercial Lines; Short term Deposits, Pension Fund Benefits,
 - Securities and Instruments – shares, money market instruments derivative instruments, Participatory interest in Collective investment schemes, Health service benefits.
- Category IV – Advice and Intermediary Services:
 - Long-term Insurance Category A.
- FNB Life does hereby declare that its products are provided by FNB to FNB customers under an agreement between it and FNB.
- The contact details of the FAIS Ombud are published on our website at www.fnb.co.za and in our product terms and conditions. You can also contact us on 0860 11 22 44 to get this information. You can request assistance from the Ombud if you believe that your complaint has not been resolved satisfactorily by us with 6 weeks of lodging your complaint. You need to refer the dispute to the Ombud within 6 months of the issue remaining unresolved with FNB.

10. GENERAL

- You warrant to FNB that no litigation, arbitration or administrative proceeding is in progress or, to your knowledge pending or threatened against you, or any of your assets, which could materially adversely affect your financial condition. You warrant to FNB that if you are not in liquidation, sequestrated, under curatorship or under business rescue (final or provisional) or other legal disability, or that such process or proceeding is in progress or threatened. You must immediately notify FNB if you are sequestrated/liquidated (including provisionally or finally) or placed in business rescue or any other legal disability. Commercial and business customers must inform FNB in writing of any changes to their ownership structure.
- FNB has the right to refuse to open an account, provide a service or accept a deposit. Before approving an account or service, FNB may investigate you and may require supporting documentation. You may not use any account (or allow the account to be credited) until FNB is satisfied with the documentation or information required by FNB to satisfy its policies and the laws about money laundering, local and international sanctions and related provisions and FNB’s policies. An account may not be used to contravene these laws or policies.
- You must tell us immediately if you are placed under an administration order, are sequestrated.
- If your estate is provisionally or finally sequestrated or if you pass away, or become legally incompetent the full amount you owe us will be payable and access to the money in your account will be restricted.
- If we need to take legal action against you, one of our managers (who do not need to prove his appointment) will produce a certificate, which shows the amount you owe us. If you don’t agree with this certificate, you will have to prove that it is wrong.
- In the case of fraud, suspected fraud, or where the law forces us, we can freeze or close your account or stop a service without notice to you.
- If there is a dispute about any matter or record, our records (certified as correct by any FNB manager whose authority need not be proved) will serve as *prima facie* proof. This means it will be treated as correct unless you can prove it is not.
- Unless we agree to this, you may not cede (transfer) or pledge (promise) any of your rights or delegate (transfer) any of your duties under your and our agreement.
- While we may give you extra time to comply with your obligations or decide not to exercise some of our rights, you must not assume that this means that our agreement with you has been changed or that it no longer applies to you. We can still insist on the strict application of any or all of our rights at a later stage.
- Every clause of the agreement and rules is severable from the others. If one or more of the clauses is invalid it will not mean the rest of the agreement/rules are invalid. The rest of the agreement and rules will still apply.

- The headings in clauses in our agreement and rules are included for your reference only and must not be used to interpret the agreement or rules.
- Unless it is clear from the context, in the rules and this agreement a reference to the singular includes the plural and vice versa.
- If you live outside the common monetary area (South Africa, Namibia, Swaziland, and Lesotho) additional rules apply to you. See our non-resident terms & conditions.
- The words “including or include” must be read as “including, but not limited to”.
- For purposes of interpreting the agreement or any rules any reference to FNB includes its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.
- We may end this agreement at any time by giving you reasonable notice of this.
- We can change the terms and conditions that apply to you, the way you access your accounts, any services we provide. We can also add new rules, products or stop existing products at any time. We will only notify you of material changes and unless you cancel this agreement before the date on which the changes take effect, you will be bound to them.
- No changes to this agreement or any rules and no waiver (giving up) of any of our rights will be binding on us unless it is recorded in writing and signed or issued by our authorised representatives.
- If the law allows, we have the right, without notice to you, to combine any or all accounts that you may have with us and to set off any amount that you owe us against any amount you have in any of your accounts. However, we reserve the right to combine only some of your accounts and then we will be entitled to claim from you any amount for an account that has not been combined.
- In addition to this agreement, you will continue to be bound by any tacit (unspoken or implied) agreement between you and us about any account, the common law and by the present-day customs, procedures, practices and usage existing among bankers.
- Unless we say otherwise South African law will govern our relationship, the terms and conditions and rules without giving effect to any conflict of law provisions.