



KULULA CREDIT CARD ACCOUNT AND CREDIT FACILITY TERMS AND CONDITIONS OF USE

Effective Date: 1 July 2017

These terms and conditions form part of the agreement which governs the use of the Credit Card Account and Credit Facility and further regulates the relationship between the Bank and the Cardholder. The use of the Credit Card Account and/or the Credit Facility will be deemed as your acceptance of all the terms and conditions governing the agreement.

Sections of this document

Section A: Terms and conditions applicable to both the Credit Card Account and Credit Facility

Section B: Terms and conditions applicable to the Credit Card Account

Section C: Terms and conditions applicable to the Credit Facility

Section D: kulula moolah and moolah messaging

Section E: Value Added Services

Section A: Terms and conditions applicable to both the Credit Card Account and Credit Facility

1 Issue of the Credit Card Account and grant of the Credit Facility

- 1.1 The issue of the Credit Card Account and grant of the Credit Facility are subject to these Credit Card Account and Credit Facility terms and conditions of use as published and amended by us from time to time.
- 1.2 The Credit Card Account is a Financial Services Product (a deposit taking and transacting product) as defined in the Financial Advisory and Intermediary Services Act 37 of 2002.
- 1.3 The Credit Facility is a facility with a credit limit as defined in Section 8(3) of the National Credit Act 34 of 2005.
- 1.4 If you are granted a Credit Facility, the Credit Facility is attached to and maintained in association with the Credit Card Account therefore the Credit Facility will not be granted in the absence of the Credit Card Account.
- 1.5 The Credit Card Account is independent of the Credit Facility and may be granted in the absence of the Credit Facility.

2 Acceptance of these terms and conditions

- 2.1 By applying for and using the Credit Card Account and/or the Credit Facility, your action will be deemed as acceptance of all the terms and conditions governing the agreement.
- 2.2 Should you have entered into this agreement electronically, telephonically or in writing such mechanisms utilised to enter into this agreement shall be valid, binding and undisputed.
- 2.3 These terms and conditions are applicable to all customers unless the headings indicate otherwise.

3 General obligations when you use the Credit Card Account and/or the Credit Facility

- 3.1 The Credit Card Account and/or Credit Facility issued in your name is intended for your use only.
- 3.2 You must not use the Credit Card Account and/or the Credit Facility for any illegal transactions. It is your responsibility to determine if a transaction is lawful before you use the Credit Card Account and/or Credit Facility.
- 3.3 Your Credit Card Account and/or Credit Facility must not be used to participate in online gambling activities and for the purchase of online foreign lottery tickets.
- 3.4 If you use the Credit Card Account and/or Credit Facility outside the Common Monetary Area, you must comply with applicable Exchange Control Regulations. (For further information on Exchange Control Regulations you may phone kulula credit card services on (087 575 9401).
- 3.5 You warrant to the Bank that the granting of and the use of the Credit Card Account and/or Credit Facility 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 all relevant Exchange Control requirements. In addition, you are reminded that Exchange Control Regulations currently stipulate that cardholders in whose names one or more bank credit and/or debit cards have been issued, may be permitted to make permissible foreign exchange payments for small transactions, e.g. imports over the Internet, by means of such credit and/or debit cards. Payments are limited to R50,000.00 per transaction. This

- 3.6 dispensation does not absolve you from *ad valorem excise* and custom duties or from complying with the requirements imposed by Customs.
- 3.6 We are obliged to report transactions that occur outside the Common Monetary Area to the South African Reserve Bank, the South African Revenue Service and/or the Financial Intelligence Centre.
- 3.7 Any transaction or payment in a currency other than South African Rand ("Rand") will be converted to Rand at Visa's prevailing rate of exchange on the date of processing of the transaction to your Credit Card Account and/or Credit Facility. The transaction will appear on your monthly account statement in Rand.
- 3.8 Be aware that merchants may not process the transaction on the date of the transaction. This can result in exchange rate differences, which you will be liable for.
- 3.9 Should a merchant manually override the processing of a transaction, you will be liable for that transaction.
- 3.10 Use of the Credit Card Account and/or Credit Facility to access and transact over our other delivery channels like electronic banking is subject to the terms and conditions of such other channels.

4 General obligations when you use the credit card

- 4.1 The credit card remains our property and you must return it to us immediately on our request.
- 4.2 The credit card is a Visa-branded card, issued by us under license from Visa. As soon as you receive the credit card, you must sign the back of it in ink.
- 4.3 Should a magnetic stripe credit card be issued to you, you will be given a PIN, which you may change at your discretion at any FNB ATM.
- 4.4 Should you be issued with a chip & PIN credit card, you will have to use the services of kulula online banking to view or change your PIN. Please note, you must be registered for kulula online banking to be able to use this service. Alternatively, you can view and change your PIN at any FNB ATM.
- 4.5 When a credit card has been re-issued to you, the PIN you used for your previous credit card will still be valid.
- 4.6 Should your re-issued credit card be a magnetic stripe credit card, you may change this PIN at any FNB ATM.
- 4.7 Should your re-issued credit card be a chip & PIN card, you will have to utilise the services at an FNB ATM or kulula online banking to change your PIN.
- 4.8 You must keep the credit card safe and the PIN secret and separate from the credit card.
- 4.9 The credit card, credit card details and PIN will enable you to perform transactions at merchants, operate the credit card at ATM's and perform transactions via our access channels.
- 4.10 You must only use the credit card in the period stated on the front of the credit card, unless it is cancelled before the expiry date in terms of clause 13 below. After this period the credit card will be invalid.
- 4.11 When a credit card is used to buy goods or services from a merchant, you must sign a transaction voucher and/or apply your PIN, as required by the merchant.
- 4.12 You must sign a cash withdrawal voucher when using the credit card to draw cash other than from an ATM.
- 4.13 If the transaction takes place by mail order, telephone order or other access channels you will be asked for certain credit card related information before you may use these channels to transact.
- 4.14 You may transact at merchants who accept Visa or Visa Electron branded credit cards (as applicable depending on your credit card type) and we will subsequently debit your Credit Card Account and/or Credit Facility. You are liable to repay us for all monies debited to your Credit Facility.

- 4.15 You may, at the discretion of the merchants, use the credit card for fuel and fuel-related purchases.
- 4.16 The Visa Electron credit card is for electronic use only which means that it can be used at an electronic point of sale device or at an ATM.

5 General information

- 5.1 We will not be liable if a merchant refuses to accept the credit card or honour a transaction.
- 5.2 It is our decision to authorise a transaction. We will not be liable if we do not authorise a transaction.

6 Unauthorised use of the credit card, Credit Card Account and Credit Facility

- 6.1 You must take all reasonable steps to prevent any unauthorised use of the credit card and/or Credit Facility and/or PIN details and/or Credit Card Account.
- 6.2 In the event of your credit card being stolen, lost or retained by the ATM and where your credit card details or your PIN have been compromised, you must notify kulula credit card immediately by calling 087 575 9401.
- 6.3 Provided you were not negligent in safeguarding the credit card or in reporting the credit card lost or stolen, you will not be liable for unauthorised and fraudulent transactions that occur on the credit card as a result of the loss or theft, except for PIN-based transactions.
- 6.4 Lost Card Protection ("LCP") is provided to you at no additional cost. LCP will protect you against unauthorised and fraudulent use of the credit card. This excludes PIN-based transactions, if the credit card is lost or stolen.
- 6.5 If you are negligent in reporting the credit card lost or stolen or in safeguarding the credit card or credit card details, you will not be covered for LCP and will be responsible for all unauthorised and fraudulent use of the credit card.
- 6.6 Any delay in reporting the credit card lost or stolen will be regarded as negligence and you will have to prove to us that you were not negligent.
- 6.7 Any unauthorised transaction made by using the credit card and PIN solely with the PIN functionality or non-swiping credit card transactions, will not be covered by us and will be your sole responsibility.
- 6.8 You indemnify FRB and accept full liability for all specific and related losses as a result of any fraudulent activity in the event that you refuse or decline a request by FRB to have a credit card cancelled and re-issued for whatever reason at FRB's sole discretion.

7 System malfunctions

We are not liable for any direct or indirect loss suffered by you arising from any malfunction, failure or delay in any ATM, electronic point of sale device, access channel or shared networks.

8 Authority to debit your Credit Card Account and/or Credit Facility

- 8.1 Each time you use the credit card or the credit card details to access your Credit Card Account and/or your Credit Facility to transact, we will debit your Account and/or Credit Facility with the amount of the purchase, cash withdrawal or transfer(s).
- 8.2 You must repay us for all payments that we have made or will make to a merchant for any debit transaction which has been processed to your Credit Facility.
- 8.3 All payments we or you have made to a merchant for any transaction are final and irreversible, unless a reversal is allowed by the Visa rules and regulations as published by Visa from time to time.
- 8.4 A dispute between you and any merchant will not affect our right to debit your Credit Card Account and/or Credit Facility and receive payment (if applicable).
- 8.5 All debits are processed in Johannesburg.

9 Additional credit cards

- 9.1 Additional credit cards linked to your Credit Card Account and/or Credit Facility may be issued to people you have chosen to receive a credit card. Credit cards are issued in their names. These people are referred to as additional credit cardholders.
- 9.2 The issue of additional credit cards will not change the credit limit on your Credit Facility.
- 9.3 It is your responsibility to ensure that additional credit cardholders comply with the terms of this agreement.
- 9.4 You must ensure that you and any additional credit cardholders do not exceed your credit limit on the Credit Facility.
- 9.5 Transactions made by additional credit cardholder's using the additional credit card, interest, fees and charges relating to the additional credit card, will be debited to your Credit Card Account and/or Credit Facility.
- 9.6 You will be liable for all amounts owed to us derived from the use of the additional credit card. This means that we will recover from you the full amount owed to us on the Credit Facility.
- 9.7 You may only end the additional credit cardholder's right to use the credit card if you tell us in writing that you wish to do so and you must ensure that the additional credit card is destroyed. When destroying the additional credit card, you must cut through the magnetic stripe and credit card number so that the credit card cannot be used again. Should you fail to destroy the credit card you will be liable for any transactions on your Credit Card Account and/or Credit Facility after the notification of termination of this additional credit card.

10 Statements, payments and deposits

10.1 Account statements

- 10.1.1 We will send you a monthly combined Credit Card Account and/or Credit Facility statement (monthly account statement).
- 10.1.2 Your monthly account statement will show your transactions for the month, advise you of any deposits you have made, all amounts charged to your Credit Card Account and/or Credit Facility since your previous monthly account statement, the total amount payable (if any), which is the full outstanding amount which you owe us, the minimum monthly amount payable and due to us (if any), and the due date by which you must pay this amount.
- 10.1.3 The full outstanding amount on the Credit Facility is due and payable monthly, but you may defer payment by paying the minimum monthly amount that is stipulated in the monthly account statement.
- 10.1.4 Should you have a dispute in respect of the monthly account statement, you must advise us in writing within 30 (thirty) days of the statement date. Unless you let us know in writing that there is an error on the monthly account statement, the statement sent to you will be final and binding.
- 10.1.5 Should you not receive your monthly account statement, you must bring this to the attention of kulula credit card services, failing which we will regard it as being received.
- 10.1.6 On the Credit Facility, interest will accrue in the normal course on the transaction amount unless it is established that it was correctly disputed.
- 10.1.7 When this agreement ends, you will no longer receive your monthly account statement.
- 10.1.8 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 your Credit Facility.

10.2 Payments and deposits

- 10.2.1 You can pay the full outstanding amount on the Credit Facility on or before the due date shown on the monthly account statement. Alternatively, you may defer payment of the full amount outstanding over an extended period, but you must pay at least the minimum monthly amount by the due date shown on the monthly account statement.
- 10.2.2 You must expressly instruct us if payments made into your straight facility are intended to be allocated to the budget facility.
- 10.2.3 Your payment or deposit may not reach us on the same day as you make it, due to possible delays and the time it takes to be processed. We consider your payment or deposit to have gone through only once we receive the funds at kulula credit card's division in Johannesburg and the funds are reflecting as a credit on your Credit Card Account and/or Credit Facility, as evidenced by our systems. Please allow for this when making your payment.
- 10.2.4 If a payment is sent to us by post, we will only credit your Credit Card Account and/or Credit Facility when we receive the funds at kulula credit card's division in Johannesburg. The risk of the postal payment being intercepted lost or stolen while in transit to us remains your risk until the payment is received at kulula credit card's division in Johannesburg.
- 10.2.5 If a cheque is deposited into your Credit Card Account and/or Credit Facility, the proceeds of the cheque will only be available as cash when the drawer's bank has honoured the cheque irrespective of the cheque clearance period. If the cheque proceeds are made available on your Credit Card Account and/or Credit Facility prior to the cheque being honoured, we are entitled to debit your Credit Card Account and/or Credit Facility with the amount of the cheque proceeds and any associated interest if the cheque is subsequently dishonoured by the drawer's bank for whatever reason.
- 10.2.6 You may cancel or settle your Credit Facility at any time, by paying the amount you owe there under, with or without giving advance notice to us. You are obliged to ensure payment of (a) the unpaid balance of your Credit Facility; (b) the unpaid interest charges; and (c) all other fees and charges that may be due.
- 10.2.7 All payments we receive on the Credit Facility will be credited as applicable, first to interest, then to expenses incurred by us in collecting any amount you owe us, then to charges and fees, and lastly to the due and payable transaction amounts.
- 10.2.8 Should your Credit Facility be in arrears for 30 (thirty) days or more, you are not allowed to transact on your Credit Facility. You may still transact on the Credit Card Account.
- 10.2.9 You must always use your account number as a reference when making a payment or deposit into your Credit Card Account and/or Credit Facility. Your payment will be considered to be received as per clause 10.2.3 above.

11 Charges and fees

- 11.1 A Credit Card Account Fee will be charged for the administration and maintenance of your Credit Card Account.
- 11.2 A Credit Facility Fee will be charged for the administration and maintenance of your Credit Facility.
- 11.3 If you are granted a Credit Facility in addition to your Credit Card Account a separate Credit Facility Fee will be charged over and above the Credit Card Account Fee for the Credit Card Account.
- 11.4 Apart from the credit related charges to your Credit Facility, your Credit Card Account will be debited for non-credit related charges.
- 11.5 You may get a copy of our pricing guide from our website, www.kulula.com.
- 11.6 Fees and charges are reviewed annually or at any time at our discretion in which event you will be given a 30 (thirty) business days notice before the change is effected.
- 11.7 Once debited to your Credit Card Account and/or Credit Facility, fees and charges are non-refundable and will not be reversed.
- 11.8 Charge-backs will only be allowed if it is done in accordance with the Visa Rules and Regulations as published from time to time.
- 11.9 You shall not be entitled to defer payment or refuse to make payment of any amounts payable by you in respect of your Credit Card Account and/or Credit Facility, on the basis that you have a claim or query regarding any of the services provided for in this agreement.

- 11.10 If your Credit Facility goes into arrears, you will be liable for all legal fees and expenses, on the attorney and client scale, including collection commission and tracing fees.
- 11.11 If your Credit Card Account is overdrawn, you will be liable for all legal fees and expenses, on the attorney and client scale, including collection commission and tracing fees.
- 11.12 In terms of common law, the Bank has the right, if necessary where you are in default or breach of this Credit Agreement, to Set-off any outstanding amounts that are due and payable against funds (credits) available in other accounts you have with the Bank.

12 Amendments to these terms and conditions

- 12.1 We may, at our discretion and at any time, amend these terms and conditions.
- 12.2 You will be given notice of the amendments as statement messages in your monthly account statement.
- 12.3 If you are dissatisfied with the amendments, you have the right to end this agreement before the effective date of the amendments, in which case the provisions of clause 13 below shall apply. Unless you terminate this agreement before the effective date of the amendments, you will be bound by them.
- 12.4 The use of your Credit Card Account and/or Credit Facility after the effective date of the amendment would be regarded as your acceptance of the amended terms and conditions.

13 Ending this agreement

- 13.1 You may, at any time, end this agreement by advising us in writing.
- 13.2 You may end the Credit Facility agreement without ending the Credit Card Account agreement. However, you may not end the Credit Card Account agreement without ending the Credit Facility agreement.
- 13.3 Apart from other valid reasons to end your agreement, where there is fraud or we suspect there may be fraud on your Credit Card Account and/or Credit Facility and if we are compelled to do so by law we will suspend both your Credit Card Account and/or Credit Facility without notice.
- 13.4 We will suspend your Credit Facility without notice if you do not pay us any amount due on time or at all, if you breach any term of this agreement, or if your estate is provisionally or finally sequestrated or placed under administration or debt counselling.
- 13.5 We may, at our discretion, end this agreement and/or your right to use the Credit Card Account and/or your Credit Facility. We reserve the right to end the Credit Facility agreement if you do not pay us any amount due on time or at all, if you breach any terms of this agreement, or if your estate is provisionally or finally sequestrated or placed under administration or debt counselling.
- 13.6 When your Credit Facility and/or your right to use the Credit Facility ends, the full amount you owe us will immediately become due and payable. You must then pay us the full amount owing on your Credit Facility.
- 13.7 Should you wish to end your Credit Card Account you must destroy the credit card. When destroying the credit card, you must cut through the magnetic stripe and credit card number so the credit card cannot be used again.
- 13.8 If you have a credit balance in your Credit Card Account, the credit balance will be paid by us into an account nominated by you.
- 13.9 Should you fail to destroy the credit card in terms of clause 13.7 above, you will be liable for any transactions on your Credit Card Account and/or Credit Facility after the notification of termination of this agreement.
- 13.10 Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before it ended.

14 Where and how we may contact each other

- 14.1 You agree that the Credit Provider may send you any communication, which includes any document, form or notice by hand, ordinary mail, prepaid registered mail, fax, e-mail, SMS, MMS, FNB Online Notification, FNB App Notification, printable webpage and/or any other electronic communication method.
- 14.2 Any section 129(1)(a) default notice or section 86(10) termination of debt review notice will be delivered to you by prepaid registered post and/or by hand.
- 14.3 Documents, forms, notices or processes that the Credit Provider must by law serve on you will be served at your physical address/employment address/mortgaged property address as chosen and recorded in the Quotation. (This is your *domicilium citandi et executandi* address, your chosen address to receive legal documents).
- 14.4 Any legal notice, form, document or process you want to send to the Credit Provider must be delivered to the following address: 3rd Floor; 1 First Place; Bank City; Corner Simmonds and Pritchard Streets; Johannesburg; 2001.
- 14.5 Either you or the Credit Provider may change the above addresses to another address by giving each other written notice (by hand; prepaid registered mail or e-mail at the following e-mail address enquiries@kululacard.com) of the new address. Notice must be given of the change at least 10 (ten) business days before the change will apply.
- 14.6 A document; form; notice or process will be treated as having been received by the party to whom it was sent:
 - If delivered by hand during normal hours — on the date it was delivered.
 - If posted by prepaid registered mail — at 10h00 on the fourth day after the post office issued the registration receipt.
 - If posted by ordinary mail — at 10h00 on the fourth day after the document is posted.
 - If sent by fax — on the date shown on the receipt the fax machine generates.

If sent by e-mail or printable webpage — on the date on which the notice was e-mailed.

15 Marketing consent

You will only be sent marketing material from us in circumstances where you have consented to the receipt of the material and/or consented to your personal details and address being used by or on behalf of FRB and kulula, to offer and send you information on services and products from business units and divisions within FirstRand Bank (e.g. FNB, WesBank, RMB) or external companies to FirstRand Bank whether credit related or noncredit related, as the case may be.

16 Request for information

You may request information in respect of your credit card and additional credit cardholder's account (Credit Card Account or Credit Facility) from us either in writing or by calling the kulula credit card on the telephone number shown on your monthly account statement.

17 Other important terms

- 17.1 The headings in this agreement will not affect the interpretation of it.
- 17.2 We are obliged by law to regularly update your personal particulars. We may contact you from time to time in this regard and you will be obliged to provide us with the information requested.
- 17.3 Your information will be kept confidential within FirstRand Group and kulula and will not be disclosed by us to any third party unless we are required to do so by law or for the purposes of legal action in the event of your default.
- 17.4 Should there be abuse detected on your Credit Card Account and/or Credit Facility, we reserve the right to impound your credit card, which costs you will be liable for.

18 Submitting a Credit Card Account or Credit Facility related complaint

- 18.1 If you wish to lodge a complaint, you have to submit the complaint in writing on the following:
 - fax to 011 632 6271
 - email to care@fnb.co.za
- 18.2 On receipt, your written complaint will be acknowledged in writing.
- 18.3 On receipt your written complaint will be acknowledged and a reference number will be issued to you.
- 18.4 If you do not get a response within 5 (five) working days from submitting a complaint, you need to contact the Complaints Department on 087 575 9408 to check whether your complaint has been received.
- 18.5 Credit card complaints will investigate any complaints received. The complaints resolution process is available from the call centre or website.
- 18.6 If the complaint is resolved and you are satisfied with the outcome, the procedure is concluded and the reference number will be closed.
- 18.7 If your complaint is unresolved within 6 (six) weeks or not resolved to your satisfaction, credit card will provide you with an explanation and reasoning for the decision taken, in writing. FAIS prescribes that you may then submit your complaint to the FAIS Ombudsman or Ombudsman for Banking Services in writing within 6 (six) months, with the supporting documentation and the reference number supplied.

19 FATCA and POPI Requirements

- 19.1 For the purposes of this clause "we", "us", "our" and "FSR" refers to FirstRand Bank Limited, the FirstRand Group Limited, any affiliate companies, its associates, cessionaries, delegates or successors in title and/or third parties (like its authorised agents and contractors).
- 19.2 How we use your information:
 - You can refer to our Privacy Policy located online at www.fnb.co.za for more information on our privacy practices.
 - FSR collect information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties.
 - Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third parties lawful interest is being protected or pursued.
 - FSR may process your information. Information includes amongst others information regarding marital status, national origin, age, language, birth, education, financial, identifying number, e-mail address, physical address, telephone number, online identifier, social media profile, biometric information (like fingerprints, signature or your voice) and your name.
 - The processing of information includes the collection, storage, updating, use, making available or destruction thereof.

FSR may process your information for the following reasons (amongst others):

- To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
- To detect, prevent and report theft, fraud, money laundering and other crimes.
- To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you.

- To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
- To develop, test and improve products and services for you.
- For historical, statistical and research purposes.
- To process payment instructions (like a debit order).
- To create, manufacture and print payment devices (like a debit card).
- To do affordability assessments, credit assessments and credit scoring.
- To manage and maintain your accounts or relationship with FSR.
- To disclose and obtain information from credit bureaux regarding your credit history.
- To enable you to participate in the debt review process under the National Credit Act, where applicable.
- To enable FSR to deliver goods or documents or notices to you.
- For security, identity verification and to check the accuracy of your information.
- To communicate with you and carry out your instructions and requests.
- For customer satisfaction surveys, promotional and other competitions.

FSR may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential:

- Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
 - Debt counsellors, payment distribution agents and other persons that assist with the debt review process under the National Credit Act.
 - Payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions.
 - Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
 - Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
 - Regulatory authorities, governmental department, local and international tax authorities and other persons that FSR under the law have to share your information with.
 - Credit bureaux.
 - FSR's service providers, agents and sub-contractors like couriers and other persons FSR uses to offer and provide products and services to you.
 - Persons to whom FSR cedes their rights or delegates their obligations to under agreements.
- 19.3 FSR can process your information outside of the borders of South Africa, according to the safeguards and requirements of the law.
- 19.4 FSR may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
- 19.5 You have the right to access the information FSR has about you by contacting us at FNBCComplianceSupport@fnb.co.za or 011 371 8494.
- 19.6 You have the right to request us to correct or delete the information FSR has about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept.
- 19.7 You may object on reasonable grounds to the processing of your information. You may not object to the processing of your information if you have provided consent or legislation requires the processing. You must inform us of your objection at care@fnb.co.za.
- 19.8 You have the right to withdraw your consent which allows us to process your information; however we will continue to process your information if permitted by law.
- 19.9 You have the right to file a complaint with FSR or the Information Regulator, once established, about an alleged contravention of the protection of your information.

Take Note: kulula endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this kulula can do any of the following things if it considers it is necessary to do so, or if South African and international laws, rules regulations restrictions and policies ("the laws") require it to do so:

- kulula may verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. kulula will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
- kulula can refuse to do business with any person or entity that it considers undesirable.
- kulula 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.
- kulula can end its relationship with a customer.
- kulula can monitor any transactions and instructions.
- kulula can request further information before acting on any instruction or transaction.
- kulula can verify any transaction or instruction or recipient before processing it. This may result in a delay in kulula carrying out the instruction.
- kulula can refuse to carry out any instruction or transaction.
- kulula can place a hold on any account or facility.

You agree to assist kulula to comply with the laws by providing kulula with all the information and documents it requires. If you fail to do so or provide false information kulula can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end its relationship with you.

Take Note: kulula will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if it does any of the things mentioned above, or anything else necessary to comply with the laws.

Section B: Terms and Conditions applicable to the Credit Card Account

20 Credit interest on your account

- 20.1 You will earn interest on any credit balance on your Credit Card Account.
- 20.2 Credit interest will be calculated daily over the full statement period and will be credited to your Credit Card Account monthly.
- 20.3 Credit interest rates may be tiered in which case the tiered rates will be shown on your monthly account statement.

Section C: Terms and Conditions applicable to the Credit Facility

21 General obligations when you use the Credit Facility (Only applicable to customers who have been granted a Credit Facility)

- 21.1 Your Credit Facility is hosted in Johannesburg and all transactions are processed in Johannesburg.
- 21.2 By using the Credit Facility, you consent to us accessing any information recorded with any credit bureaux. Any information relating to the non-compliance with the terms and conditions of your Credit Facility, the application, opening and termination of your Credit Facility will be disclosed to and used by any of our other divisions and credit bureaux. All credit bureaux provide a credit profile on persons as well as possibly a credit score on the credit worthiness of persons.

22 Your credit limit

- 22.1 We may refuse to authorise transactions if you have exceeded your credit limit on your Credit Facility.
- 22.2 If we accept a transaction that results in you exceeding your credit limit, it does not mean that we have extended or increased your credit limit on any permanent basis and you are obliged to immediately bring your Credit Facility in line with the credit limit we contracted at.
- 22.3 We decide the credit limit on the Credit Facility and you must ensure that you and any additional cardholders do not exceed this limit.
- 22.4 You are responsible for managing the credit limit on your Credit Facility.
- 22.5 You may apply for an increase or contact us to decrease your credit limit. We may contact you from time to time regarding an annual increase if you have not consented to an automatic annual increase.
- 22.6 You may apply to shift your limit between your straight and budget facility, however you will not be allowed to shift more than 80% of your total credit limit to your budget facility.
- 22.7 All limit increases are subject to an affordability assessment.
- 22.8 We may, at our discretion and at any time, reduce the credit limit on your Credit facility. You will be notified of the reduction in writing. The reduction will take place upon the delivery of the written notice to you.
- 22.9 If you exceed your credit limit you will be in breach of this agreement.

23 Interest

- 23.1 Interest-free period (These principles would apply where the Credit Facility is utilised.)**
- 23.1.1 If your Credit Facility has no interest-free period, you will be charged interest on purchases, fuel and cash transactions from the date of transaction.
- 23.1.2 If you pay the total amount payable, which is the full outstanding amount you owe us, as reflected on your monthly account statement on or before the due date shown on your monthly account statement, no interest will be charged on your Credit Facility, except for those transactions in clause 23.2 where interest would have been charged from date of transaction.
- 23.1.3 If you do not pay the full outstanding amount on or before the due date shown on your monthly account statement, you will be charged interest, from the date of each transaction or fee on your Credit Facility, on both the statement balance and on any new transactions made on the Credit Facility (in other words, you will lose the interest-free period on these new transactions).
- 23.1.4 This means that if you do not pay the full outstanding amount by the due date shown on your statement, the interest-free period will be suspended and interest will continue to be charged from the date of each transaction on your Credit Facility, until you have settled the full outstanding amount you owe us.
- 23.1.5 Once settled in full, we may, at our discretion, decide to restore the balance of the interest-free period that is the period from date of full settlement until the due date for payment reflected on your next monthly account statement.
- 23.1.6 Interest is calculated on all fees and charged from date of debit. If you do not pay your fees and charges within the interest-free period, it will attract interest immediately.
- 23.2 Transactions that will always attract interest immediately**
- 23.2.1 Interest will be charged immediately from the transaction date for the following transactions, if the Credit Facility is utilised to make these transactions:

- Cash withdrawals;
- Travellers cheque purchases with the credit card and certain forex transaction;
- Electronic funds transfers which result in a debit balance on your Credit Facility;
- All budget facility transactions and balance transfers; and
- Any transaction whereby the credit card is not swiped at a point of sale device and considered to be a cash transaction.

23.3 Debit interest calculation

- 23.3.1 Debit interest will be calculated daily, capitalised and charged to your Credit Facility monthly at the rate as set out in your quotation and will not exceed the maximum permissible interest rate allowed under the National Credit Act.

24 Budget facility

- 24.1 On your request, we may, at our discretion, make the budget facility available to you.
- 24.2 This budget facility entitles you to pay for transactions over an extended period as stipulated by you according to our guidelines.
- 24.3 Fluctuations in interest rates may cause the period of payment to be extended or reduced.
- 24.4 Your first budget instalment on a purchase made using your budget facility will only be deducted from your straight facility on the second billing date after the date of your purchase. You can make additional payments into your budget facility at any stage during the budget period.
- 24.5 If you choose to make use of the budget facility, the total amount outstanding, the monthly repayment, the current interest rate and other charges will be shown on your monthly account statement.
- 24.6 If you fail to pay any one instalment by the due date, the whole amount may become immediately due and payable.
- 24.7 You may make additional payments to your budget facility without penalty.
- 24.8 Your monthly budget instalment is debited from your straight facility and not your budget facility.
- 24.9 You must expressly instruct us if payments made into your straight facility are intended to be allocated to the budget facility.

25 Balance transfer option

- 25.1 We may offer you a facility to transfer other debt you may have onto your budget facility.
- 25.2 We will determine and tell you the amount to be transferred ("the transfer amount"), the minimum repayment period and the applicable interest rate, which will apply to the transfer amount when the transfer facility is offered to you.
- 25.3 We may, at our discretion, offer you a preferential interest rate for an agreed period which rate will apply only to the transfer amount for the agreed period, provided you make all repayments by the due date shown on your statement. If you settle the transfer amount before completion of the agreed period, the preferential interest rate would no longer be applicable.
- 25.4 The amount transferred to your Credit Facility will show on your monthly account statement.
- 25.5 The transfer amount will be paid into your straight facility. It will be your responsibility to use the transfer amount to pay any other debts you may have.
- 25.6 You will be responsible for closing the account to which the amount is transferred, if you wish to do so. The transfer amount will be deducted from your available credit on your budget account.
- 25.7 We do not guarantee the time period within which the transfer will be made and we will not be responsible for any finance charges you may incur on any of your accounts prior to the transfer from your credit card budget facility to your straight facility.
- 25.8 Your monthly balance transfer instalment is debited from your straight facility.
- 25.9 In addition to this clause, we have specific terms and conditions that regulate balance transfer campaigns, which you will be notified of.

26 Interest Rate

- 26.1 The Bank contracts with you at the maximum Annual Interest Rate permissible by the National Credit Act (maximum NCA contract rate), which is a variable interest rate linked to the Repo Rate and will fluctuate accordingly.

27 Auto Payment

- 27.1 In terms of the Auto Payment authorisation, you have the option of paying your Credit facility as indicated on your monthly account statement between the statement date and your payment due date as per the following options:
- Minimum monthly payment amount due (as indicated on your statement);
 - Full amount due;
 - Specified Amount. Please note that the specified amount cannot be below the minimum monthly payment. Should your specified amount be less than the minimum monthly payment reflected on your statement, the minimum amount as reflected on your statement will be deducted;
 - Percentage of the Full amount due (between 5% and 100% of the straight balance);
 - Actual balance settlement (which allows you to settle your full monthly straight balance on the Auto Payment date as selected by you, within the current billing cycle, which will include all debits and credits after the statement date up until the selected Auto Payment date);
 - Full statement balance (which allows you to settle your full statement Credit facility balance is not affected by any debits and credits processed between the statement date and your selected Auto Payment date).
- 27.2 Your Auto Payment authorisation can be obtained electronically, telephonically or in writing signed by you.

- 27.3 We prefer the date of Auto Payment to be your salary date.
- 27.4 In terms of the Auto Payment, we will deduct monthly, by way of a payment instruction to your Bank, on the payment due date, from the account provided by you, the minimum/full/ specified amount, in respect of the amounts due on your Credit facility.
- 27.5 The payment instruction to your Bank may be delivered after being authenticated by you where such authentication is required.
- 27.6 Should your payment due date be your salary date, you agree that the bank may move your payment due date as and when your salary date moves.
- 27.7 Should your Auto Payment be returned unpaid, we will make further attempts to debit your nominated account thereafter to ensure a successful payment, which costs you will be liable for.
- 27.8 In the event of your Auto Payment being returned unpaid and where your specified payment due date is not your salary date, the bank has the discretion to change your statement date thereby changing your payment due date (specified Auto Payment date) to coincide with your salary date or any other date we deem suitable to collect via the Auto Payment. You will be notified of these changes as per clause 12.2.
- 27.9 Should your Auto Payment be returned unpaid in the consecutive month, your Auto Payment will be suspended and we will proceed with our collections process.
- 27.10 You confirm that the banking details that appear on your Auto Payment authorisation are correct and reflect and account that is held in your name.
- 27.11 You will be liable for any claims, losses or damages of whatsoever nature arising out of debits made by the Bank to the account as listed in your auto payment authorisation because of insufficient funds, incorrect details or held in the name of any other person.
- 27.12 Missed Auto Payments will not result in the cancellation of the Auto Payment.
- 27.13 You authorise us to verify the banking details as provided by you for the purposes of effecting the Auto Payment.
- 27.14 You confirm that the account provided for this purpose is compliant with the Financial Intelligence Centre Act ("FICA").
- 27.15 Should a required payment be received (direct deposit or electronic transfer) before the Auto Payment is scheduled to run, the Auto Payment will not be processed for that month.
- 27.16 If the bank account from which your Auto Payment is processed is closed by you at any time and your Auto Payment is returned unpaid, then we will be entitled to suspend and/or cancel your Credit facility unless alternate Auto Payment arrangements have been made for the payment of your Credit facility.
- 27.17 Once you have authorised the bank to process an Auto Payment, you may not cancel the Auto Payment.
- 27.18 The Bank may elect to assign or cede your Auto Payment authorisation to a third party.

28 Spousal consent (for customers married in Community of Property only)

- 28.1 If you are married in Community of Property, your spouse must consent to the conclusion of this agreement. Your failure to obtain spousal consent will result in the nullity of your Credit Facility.
- 28.2 Should you have entered into this agreement electronically, telephonically or in writing, the spousal consent declaration obtained shall be valid, binding and undisputed.
- 28.3 Should you have entered into this agreement by falsely declaring that your spouse has consented thereto, you could be charged for fraud.

29 Special arrangements

- 29.1 Should you be unable to meet your financial obligations in terms of your Credit Facility, upon you meeting the required criteria, the bank may offer you a special arrangement option which will decrease your monthly repayments and extend the period of repayment, at your request.
- 29.2 If you enter into a special arrangement, it will attract an interest rate of the maximum allowable by the NCA.

30 Debt counselling provisions

- 30.1 Should you believe that you are unable to meet your obligations in terms of the credit agreements you have entered into, you may contact us for assistance in restructuring your debt with us in a manner that would allow you to repay it. We will attempt to assist you where possible.
- 30.2 You must continue to make payments until the debt review is finalised.
- 30.3 Should you apply for debt counselling or enter into a debt rearrangement agreement or a debt re-arrangement court order is granted you may not incur any further liability on your Credit Facility. This means that:
- You may not transact on your Credit Facility;
 - You must cancel all debit orders (including insurance debit orders) being processed through your Credit Facility immediately. No debit orders will be processed on your Credit Facility and will be charged back;
 - Transacting on your Credit Facility will result in us pursuing legal action against you.
- 30.4 Should you apply for debt counselling or enter into a debt rearrangement agreement or a debt re-arrangement court order is granted all value added benefits and rewards provided to you by kulula credit card, will be suspended and no claims against these will be honored. The same applies should you avail of any premium paying insurance product such as Debt Protection Plan.

31 Alternate dispute resolution

You have the right to:

- Refer any matter or dispute including those relating to allegations of reckless lending about the Credit Provider to an ombudsman with jurisdiction;

- File a complaint about any alleged contravention of the NCA or alleged reckless lending with the National Credit Regulator;
- Make an application to the National Consumer Tribunal if allowed by the NCA.

The contact details to file complaints are:

- The Credit Provider: 0860 100 761 E-mail: care@fnb.co.za Webpage: www.fnb.co.za
- The Ombudsman for Banking Services: Telephone Number: 0860 800 900 Webpage: www.obssa.co.za
- The Credit Ombudsman: Telephone Number: 0861 662 837 Webpage: www.creditombud.org.za
- The National Credit Regulator: Telephone Number: 0860 627 627 Webpage: www.ncr.org.za
- The National Consumer Tribunal: Telephone Number: 012 683 8140/ 012 742 9900 Webpage: www.nct.org.za

Section D: kulula moolah & moolah messaging

32 kulula moolah

- 32.1 Your credit card is automatically linked to kulula moolah which you will earn on qualifying purchase transactions on the card.
- 32.2 kulula moolah is owned, run and managed by Comair Ltd, trading as kulula.com.
- 32.3 We may, at our discretion, include or exclude any credit card from taking part in the programme.
- 32.4 If your account is in arrears you will not earn kulula moolah as part of the programme from the date your account became in arrears until you pay your account as required by us.
- 32.5 If you exceed the credit limit allocated to your account by us, you will not earn kulula moolah as part of the programme from the date you exceeded your credit limit until you pay us the amount by which you exceeded the credit limit.
- 32.6 Notwithstanding clauses 32.4 and 32.5, you may redeem, whilst your account is in arrears or you have exceeded the credit limit on your account, kulula moolah already earned as part of the programme.

33 Earning kulula moolah

- 33.1 You will earn kulula moolah on qualifying credit card purchase transactions on the credit card subject to clause 32.
- 33.2 You will not earn kulula moolah on certain transactions as notified by us from time to time, including ATM transactions, internet and electronic banking transactions, fuel and fuel-related purchases, travellers' cheque purchases and cash withdrawals, as these are excluded from the programme.
- 33.3 You will also not earn kulula moolah on finance charges, account service fees and ledger fees or on any government tax debited against your account.
- 33.4 We may change the kulula moolah earn rules for credit cards (that is, how much kulula moolah you will earn for each Rand spent on qualifying credit card transactions). We will give you reasonable notice of such change.
- 33.5 We may also, at our discretion, set a "spend threshold" on your account. This means that you will have to make qualifying purchases above the threshold to start earning kulula moolah.
- 33.6 We will display the total kulula moolah you earn through the credit card under your travel banks account at www.kulula.com effective 12 May 2012 in addition to your monthly credit card statement. You may also enquire about the kulula moolah you have earned via the kulula.com call centre at 0861 kulula (58 58 52).
- 33.7 You must ensure the kulula moolah displayed in your travel banks account on the kulula.com website is correct. You must bring any errors to our attention in writing within 30 (thirty) days after we display the kulula moolah in your monthly statement or under your travel banks account on the kulula.com website.
- 33.8 We may also reverse any kulula moolah earned while your account was in arrears and/or over the credit limit.
- 33.9 kulula moolah earned on qualifying purchases shall be valid for a period of 6 (six) months from the date that such kulula moolah first appeared on your monthly statement. This means that you must spend your moolah earned within 6 (six) month validity period or else you will lose your kulula moolah.
- 33.10 For more information on how to earn kulula moolah, please see the kulula.com website.

34 Spending kulula moolah

- 34.1 You may spend your kulula moolah earned to pay for kulula.com air tickets within the 6 (six) month validity period referred to in clause 33.9.
- 34.2 When you spend your kulula moolah on kulula air tickets you will contract directly with kulula.com and any of its travel offer partners and FRB will not be liable for any damages you may suffer due to non-performance by kulula and/or any of its travel offer partners concerned.
- 34.3 Once you have made payment to kulula for air tickets using kulula moolah you have earned, you will be subject to the standard terms and conditions that apply to all kulula air tickets.
- 34.4 You may use your kulula moolah to purchase kulula air tickets for another party within the 6 (six) month validity period referred to in clause 33.9, but kulula air tickets may not be converted into cash.
- 34.5 kulula moolah may be spent in whole or in part for the purchase of kulula air tickets. Where you spend only part of the total kulula moolah earned to purchase kulula air tickets, you may spend the remaining kulula moolah on other kulula air tickets within the 6 (six) month validity period referred to in clause 33.9.

35 Amendments to the programme's terms and conditions

- 35.1 We may amend the programme's terms and conditions in relation to the credit card, in which event we will give you reasonable notice of the changes.
- 35.2 We will inform you of these changes either by a statement message or on the kulula.com website or by sending you the changed terms and conditions.
- 35.3 kulula may also amend the programme terms and conditions. kulula.com will publish changes on the kulula.com website.

36 End or suspension of the programme

- 36.1 We may end or suspend our participation as a partner in the programme on reasonable notice to you.
- 36.2 You will not lose the kulula moolah earned up to the date we end or suspend our participation in the programme, but you must redeem your kulula moolah within the validity period as set out in clause 33.9.

37 kulula moolah messaging

- 37.1 kulula moolah messaging is a messaging service, which enables you to track your financial transactions on your account.
- 37.2 You will receive confirmation by SMS and/or e-mail of deposits into your account, electronic transfers, withdrawals and purchases, which will be sent to your nominated cellphone number and/or e-mail address.
- 37.3 You are responsible for ensuring that we have your correct cellphone number and e-mail address at all times.
- 37.4 We cannot guarantee the accuracy or arrival time of an SMS and/or e-mail, as we are dependent on external service providers who are responsible for the delivery of the information.
- 37.5 If there is a dispute about whether or when you received a message our system records, confirmed as correct by our system administrator, will serve as proof of the date and time of sending a message unless you can prove otherwise.
- 37.6 Whilst we will use our best efforts to ensure the integrity and content of any SMS and/ or e-mail sent to you, your monthly account statement will remain the sole record of your account transactions.
- 37.7 The kulula moolah messaging service will only cater for transactions that have a value of R 100.01 or more.
- 37.8 You have 24 hours from the time an SMS is sent to query any unauthorised transaction on your account. If you do not query the unauthorised transaction, it will be deemed that you have authorised the transaction and you may be liable for the transaction. You will be responsible for proving you were not negligent in notifying us.
- 37.9 By using kulula moolah messaging, you acknowledge and agree to be bound by these terms and conditions.
- 37.10 We will not be legally responsible to you for any losses you suffer because you did not receive a notification at all or on time, if this happened because of reasons outside our control, including because of any failure in the services of any network operator, third party service provider, or your equipment, or because you did not update your contact information.
- 37.11 A notification will be taken to have been received by you once it enters the communication system you designated for use and is capable of being retrieved by you.

Section E: Value Added Services

38 Global Travel Insurance (Automatically included on the credit card)

38.1 Benefits Summary

- 38.1.1 This is a summary of the terms, conditions and exclusions of the Travel Policy.
- 38.1.2 The Travel Policy is available on our web site, www.kulula.com, or you may contact the Global Travel Helpdesk and they will send the Travel Policy to you. If anything is unclear, please contact the Global Travel Insurance Help Desk on 0861 490 100.
- 38.1.3 This offer only applies if the cardholder is a South African citizen (or a citizen of other specified countries as detailed in the Policy) under 71 (seventy one) years of age and purchases their departure and return travel tickets in South Africa (or other specified countries as detailed in the Policy). Please obtain a copy of the Travel Policy as well as the respective schedule of benefits prior to travelling and ensure you fully understand the documents.
- 38.1.4 As certain credit card products may be excluded from the benefits under the Travel Policy, the cardholder must contact the Global Travel Helpdesk prior to the purchase of the travel ticket with the card, to find out which cards are excluded.
- 38.1.5 The policy is applicable to the following FNB credit card payment methods when purchasing return travel tickets: Electronic Transfers, Online Purchases, and Swiping. The purchase must be effected by a qualifying FNB Credit Card.
- 38.1.5 If the cardholder is between 71 (seventy one) and 85 (eighty five) years of age, we can offer the cardholder another travel insurance option more suited to their needs, at an additional premium. You can learn more about our other available options by calling the Global Travel Insurance Helpdesk on 0861 490 100.
- 38.1.6 The benefits under the Travel Policy will be available for the first 90 (ninety) days of the cardholder's journey or until the cardholder reaches the final destination set out on his/ her travel ticket, whichever occurs first.
- 38.1.7 Medical Services Organisation (MSO) provides emergency assistance while you are travelling internationally. If the cardholder needs assistance they may contact MSO on the

- telephone number +27 11 521 4575. The cardholder may "reverse-charge" the call to MSO from anywhere in the world.
- 38.1.8 MSO must approve medical expenses when they are incurred.
- 38.1.9 The maximum accumulation of any benefits payable in respect of any one accident or series of accidents under the policy shall be limited to R 5 000 000 (five million Rand) per travel ticket debited to a valid credit card issued by FirstRand Bank Limited (which has been specifically nominated by the Bank) and is only applicable to cardholders under 71 (seventy one) years of age.
- 38.1.10 The benefits of the Travel Policy for children under 16 (sixteen) years old are limited under the Accidental Death and Permanent Total Disablement Section of the Travel Policy.
- 38.1.11 The maximum accumulation of any benefits payable in respect of any one accident or series of accidents under the Accidental Death and Permanent Total Disablement section shall be limited to R 100 000 (one hundred thousand Rand) for Accidental Death and R 400 000 (four hundred thousand Rand) for Permanent Total Disablement per valid credit card issued by FirstRand Bank (which has been specifically nominated by the Bank) and is only applicable to cardholders under 71 (seventy one) years of age.
- 38.1.12 The benefits are summarised in the schedule of benefits below. These benefits are subject to change on reasonable notice to the cardholder.

38.2 Medical Conditions excluded under the Travel Policy (limited to international travel only)

- 38.2.1 Pre-existing illness if the cardholder received medical advice or treatment 6 (six) months prior to starting his/her journey, unless you are hospitalised and treated as an in-patient.
- 38.2.2 Routine treatment for chronic, recurring or continuing illness.
- 38.2.3 Acute or chronic psychiatric, psychological or emotional conditions, suicide, self-inflicted injury, alcohol, drugs and narcotics abuse.
- 38.2.4 Cardiac, cardiovascular, vascular and cerebro vascular illness for persons 70 (seventy) years or older.
- 38.2.5 Physiotherapy charges up to R2000 (two thousand Rand), except while the cardholder is in hospital.
- 38.2.6 Sexually-transmitted diseases.
- 38.2.7 Human Immunodeficiency Virus ("HIV") positive or have Acquired Immune Deficiency Syndrome ("AIDS") and any derivative, variation or HIV related illness, however caused including but not exclusive to the following:
 - Kaposi's Sarcoma;
 - Pneumocystic Jirovecii;
 - Tuberculosis;
 - Cytomegalovirus (C.M.V.);
 - Cryptococcal Meningitis;
 - Disseminated Herpes and/or Shingles Human
- 38.2.8 Pregnancy and/or childbirth from 1st day of the 26th week of pregnancy, abortion, miscarriage and obstetrical procedures.

38.3 Other Travel Policy exclusions

- 38.3.1 If the cardholder travels in a public conveyance as a non-fare paying passenger.
- 38.3.2 If the cardholder's journey is for emigration purposes.
- 38.3.3 If the cardholder's loss, damage, death, injury, illness, disablement or expense is caused by:
 - Participation in professional sports or as a national representative in competitive sporting activities;
 - Participation in dangerous activities, hobbies, interests or sports as set out in the Travel Policy;
 - Wilful exposure to or active participation in war, invasion, act of foreign enemy, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, uprising, military or usurped power, civil commotion or riot.
- 38.3.4 Claims for treatment by homeopaths, naturopaths, reflexologists, or any other alternative medicine.
- 38.3.5 If the cardholder incurs expenses for travelling abroad to seek medical treatment.
- 38.3.6 If the cardholder incurs medical expenses after completion of his/her journey.
- 38.3.7 No consequential loss cover is available under the Travel Policy.

GLOBAL TRAVEL INSURANCE SCHEDULE OF BENEFITS (Persons up to the age of 70 (not yet 71))
Limit per travel ticket purchased
KULULA GOLD CREDIT CAR ONLY
Applicable from 1 July 2017 to 30 June 2018

Description	Benefit	Excess
Emergency Medical & Related Expenses*		
Emergency Medical & Related Expenses — International	R 5 000 000	R 2 000
Related Expenses		
War and Terrorism	Included in Emergency Medical Expenses	
Medical Transportation, Repatriation and Evacuation	Included in Emergency Medical Expenses	
Compassionate Emergency Visit	Included in Emergency Medical Expenses	
Repatriation of Children	Included in Emergency Medical Expenses	
Repatriation of Travel Companion	Included in Emergency Medical Expenses	
Burial, Cremation and Return of Mortal Remains	Included in Emergency Medical Expenses	
Daily Hospital Cash Benefit	R 200 per day / Maximum R 3 000	
Pre-Existing Emergency Medical Expenses*		
Pre-Existing In-hospital Medical Expense	R 500 000	
Medical Transportation, Repatriation and Evacuation	Included in Emergency Medical Expenses	
Compassionate Emergency Visit	Included in Emergency Medical Expenses	
Repatriation of Children	Included in Emergency Medical Expenses	
Repatriation of Travel Companion	Included in Emergency Medical Expenses	
Burial, Cremation and Return of Mortal Remains	Included in Emergency Medical Expenses	
Emergency Assistance Services (for a covered event)		
Medical Referral	Included	
Medical Monitoring	Included	
Emergency Medicine	Included	
Evacuation, Repatriation, Return of Mortal Remains	Included	
Transmission of Urgent Messages	Included	
Embassy Referral	Included	
Emergency Travel & Accommodation Arrangements	Included	
Legal Assistance	Included	
Loss of Travel Documents	Included	
Accidental Death and Permanent Disablement		
Accidental Death	R 100 000	Nil
Accidental Permanent Disablement	R 400 000	Nil
War and Terrorism	Included in Accidental Death & Permanent Disablement	
Journey Cancellation, Journey Curtailment or Journey Extension		
Journey Cancellation	R 10 000	R 500
Journey Curtailment	R 10 000	R 500
Journey Extension	R 10 000	R 500
Travel Delay	R 1 500	6 Hours
Personal Liability	R 1 000 000	Nil
Legal Expenses	R 5 000	Nil
Hijack and Hostage or Wrongful Detention	R 500 per day / Max R 10 000	Nil
Luggage		
Luggage Contents (Single Item Limit)	R 2 500 (R 625)	R 500
Cash and Documents	R 1 000	R 350
Luggage Delay	R 1 500	6 Hours

* Benefits offered for International travel only.

** This Schedule of Benefits should be read together with the Policy Wording as one document.

Definitions used in this agreement

Access channel	means any form of access technology including the Internet or mobile phone technologies or Interactive Voice means Response (IVR) system.
Additional cardholder	means any person authorised by you to be issued an additional credit card under your responsibility.
Additional account	means any credit card account opened by us in the additional cardholders name for which the Primary cardholder is responsible.
Agreement	means the pre- agreement statement, accompanying quotation and terms and conditions of use, as amended time to time in accordance with the provisions of the NCA, together with your application form (signed by you and/or any additional card holder), or the application information supplied to us telephonically or by fax and from the kulula moolah rewards programme (if applicable), as well as the value-add services terms and from conditions, form the whole agreement between you and us.
Authentication	means the process of authorising a debit order mandate by the consumer using an authentication method that has been endorsed by the consumer's Bank.
Auto Payment	means an instruction given by an account holder to us to make regular payments on given dates to the same payee. Reference to Auto Payment shall include debit orders.
ATM	means an Automated Teller Machine.
Attorney and client scale	means the fees and expenses which a client is liable to pay an attorney for services rendered in respect of a legal matter.
The bank	means FirstRand Bank Limited, a registered bank, registration number 1929/001225/06.
The bank card	means a Visa credit card or Visa Electron credit card that we issue to you.
Cardholder, you, your, I	means the card holder to whom we have issued the credit card.
Channels	online banking, ATM banking.
Chip	means the integrated circuit that is embedded in a plastic card and which is designed to perform processing and/or memory functions.
Chip & PIN	means a plastic card, commonly called a chip card, with an embedded chip that communicates information to a point of sale terminal and/or other electronic devices.
Credit card	means the relevant magnetic-stripe and/or chip & PIN Visa Credit Card, Visa Electron Credit Card or Petro Card that we issue to you used as an access mechanism to access your credit card account and/or your Credit Facility.
Credit Card Account	means a financial Services Product as defined in the Financial Advisory and Intermediary Services Act capable of taking deposits and allowing you to transact and includes the credit card account opened by us in your name or in the additional cardholder's or additional account holder's name.
Credit Facility	means an agreement in terms of which we the credit provider pays an amount to you or on your behalf or at your direction. Your obligation to repay the money to the credit provider is deferred and you are billed periodically.
Credit Card Account Monthly Fee	is the cost charged monthly for the administration and maintenance of your credit card account.
Credit Facility Service fee	is the cost charged monthly for the routine administration and maintenance of your Credit Facility.
Common monetary area	means South Africa, Namibia, Lesotho, Botswana and Swaziland.
Consumer	means the party to whom credit is granted under a credit facility.
Credit provider, the bank, we, us, our	means FNB who as credit provider grants credit under this agreement.
Debt counselor	means a person registered in terms of the National Credit Act and who carefully examines a consumer's debt situation and suggests the best plan of action. Debt review means a process whereby a debt counselor reviews the collective debts owing to various credit providers in the event that the card holder seeks assistance from the debt counselor.
Exchange control regulations	means exchange controls are administered by the South African Reserve Bank Exchange Control department and through commercial banks authorised to deal in foreign exchange. All international commercial transactions must be accounted for through these authorised financial exchange dealers.
FNB	means First National Bank, a division of FirstRand Bank Limited.
FRB	means FirstRand Bank Limited, a registered bank, incorporated in South Africa, registration number 1929/001226/06, an authorized financial services provider.
Full payment	total Transactions, Plus Interest, Plus Fees.
Good standing	means all your kulula and FirstRand Bank accounts and credit agreements must be in good standing. This means that none of your kulula and FirstRand Bank accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with kulula/FNB or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and FNB or FirstRand Bank, including but not limited to: collections, liquidation and sequestration proceedings. Legal process however excludes debt review as envisaged in S86 of the National Credit Act 2005.
Immediate family	means spouse, life partner, parent, legal guardian, step parent, grandparent, grandchild, in-law (son, daughter, sister, brother or parent,) natural or adopted child, brother, sister, step brother or step sister.
kulula	means Comair Limited t/a kulula.com a company registered and incorporated in South Africa and carrying on business as a domestic airline with registration number 1967/006783/06.
kulula moolah	means the points that a card holder earns in terms making qualifying purchase transactions.
Minimum amount	means Closing Balance Amount, Minus any Overdue Amount, Minus any Budget Installments, Minus Membership fees, Minus any remaining Over limit Amount, Minus Optional Debt Protection Premium Amount (where applicable). We then calculate 5% (the minimum monthly repayment percentage as stipulated on your quotation) (please note this figure may vary per product) on the remaining amount.
National Credit Act	means the National Credit Act 34 of 2005.
Over indebted	means when a consumer is unable to satisfy all his obligations as required in the credit agreement in a timely manner.
Permanently disabled	means disabled to the extent that you cannot reasonably be expected to perform your current occupation or a similar occupation following reasonable rehabilitation or training.
PIN	means the personal identification number linked to the card.
Purchase transaction	means the transaction amount charged by the supplier for goods or services purchased by the use of the card. Pricing guide means a list of the full current pricing issued by kulula credit card chargeable for transactions.
Repo rate	means the prices at which the Central Bank lends cash to the banking system, which is an indicator for short term interest rates.
Specified payment	means payment above the monthly minimum amount reflected on your monthly account statement.
Spend	means all point of fuel transactions excluding cash transactions, withdrawals and EFT's.
Travel policy	means the Travel Insurance Master Policy, which provides for travel insurance when a cardholder purchases return travel tickets using a qualifying card.
Visa	means Visa International Services Association.

Contact Details and Complaints Process

FRB'S Registered Address

Physical Address

Group Company Secretary's Office
1st Floor, 4 Merchant Place
Corner of Fredman Drive and Rivonia Road
Sandton
2196

kulula credit card Registered Address

Physical Address

FNB Place
30 Diagonal Street
Johannesburg
2001

Postal address

PO Box 1420
Johannesburg
2001

Tel: 087 575 9401

Fax: 011 352 9904

Website address: www.kulula.com

kulula credit card Compliance Officer

Physical Address

The Compliance Officer
3rd Floor
1 First Place
BankCity
cnr Simmonds and Pritchard Streets
Johannesburg
2001

Postal address

First National Bank
PO Box 1153
Johannesburg
2001

Tel: 011 371 3958

Fax: 011 371 9613

FNB FAIS LCO 3071

kulula credit card Complaints Department

Tel: 087 575 9408

Fax: 011 632 6271

E-mail address: care@fnb.co.za

Legal Notices may be served at

Physical Address

Compliance Support at Interbank Risk & Compliance
3rd Floor
1 First Place
BankCity
Cnr Pritchard and Simmonds Streets
Johannesburg
2001

Ombudsman for Banking Services

Physical Address

28 Harrison Street
Johannesburg
South Africa
2000

Postal address

PO Box 5728
Johannesburg
2001

Tel: 011 838 0035 / 0860 800 900

Fax: 011 838 0043

E-Mail: Info@obssa.co.za

Website address: www.obssa.co.za

Effective Date: 1 July 2017

FirstRand Bank Limited adheres to the Code of banking Practice and the National Credit Act

For further information on all your rights as a consumer in terms of the National Credit Act, please visit the National Credit Regulator's website on www.ncr.org.za

kulula credit card — issued, owned, financed and administered by FirstRand Bank Limited.

Reg. No. 1929/001225/06. An Authorised Financial Services and Registered Credit Provider (NCRCP20)

kulula credit card terms and conditions — 1 July 2017

FAIS Ombudsman (Advice-related Complaints)

Physical Address

Eastwood Office Park
Cnr Lynnwood Road & Jacobson Drive
Baobab House
Ground Floor
Lynnwood Ridge
Pretoria East
0040

Postal address

PO Box 74571
Lynnwood Ridge
0040

Tel: 012 470 9080 / 0860FAISOM (0860324766)

Fax: 012 348 3447

E-mail address: info@faisombud.co.za

Website address: www.faisombud.co.za

Long-Term Insurance Ombudsman (Complaints)

Physical Address

3rd Floor
Sunclare Building
21 Dreyer Street
Claremont
Cape Town
7700

Postal address

Private Bag X45
Claremont
Cape Town
7735

Tel: 021 657 5000

Fax: 021 674 0951

E-mail address: info@ombud.co.za

Registrar of Long-Term Insurance (Regulator / Information)

Postal address

Financial Services Board
PO Box 35655
Menlo Park
0102

Tel: (Toll-free): 0800 110 443 / 0800 202 087

Fax: 012 347 0221

E-mail address: Info@fsb.co.za

Website address: www.fsb.co.za

The National Credit Regulator (Regulates Creditors / Debt Counsellors / Credit Bureau) / The National Consumer Tribunal (Complaints)

Tel: 0860 627 627

Website address: www.ncr.org.za

Credit Bureau

Transunion ITC

Tel: 0861 482 482

Experian

Tel: 0861 105 665

Expert Decision Systems

Tel: 0860 937 000

Relevant Contact Number:

kulula credit card services

Tel: 087 575 9401