

FINSave - SAVINGS ACCOUNT AGREEMENT

Important information is in bold. Please read this agreement or ask a consultant to explain it to you. This agreement is a binding agreement and you must comply with it.

1. Definitions

- i **Account** means the bank Account that you requested us to open for you;
- ii **Card** means a bank Card issued to you and linked to your Account;
- iii **Finbond or we** means Finbond Mutual Bank, with Registration number 01102, with registered address at Rigel Office Park, Block A, 446 Rigel Avenue South, Erasmusrand, Pretoria, 0181;
- iv. **Personal Information** means information relating to a person, such as race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information, financial, criminal or employment history and correspondence that is private or confidential;
- v **Process** means the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation, erasure or destruction of information. "Processing" has a similar meaning; and **you** means the applicant(s) whose details are set out in the application form.

2. Use of your Account and Card

- i. **You must keep the minimum balance in your Account that we ask you to in writing from time to time, and you may not allow the Account to go into a negative balance.**
- ii **We may use any credit balance in the Account or in any other Account you have with us, to set off against any money that you owe us in terms of any other product you may have with us, without notifying you.**
- iii We will issue a Card to you that you must sign and activate at a Finbond branch. You must select a personal identification number to use with your Card that you must keep secret.
- iv You can use the Card to deposit money and cheques, access available funds in your Account through automatic teller machines and certain suppliers and some financial institution, and pay for goods and services at suppliers that display the MasterCard, Maestro, or Saswitch logos. Cheques will only be credited to your Account once the cheque clears through a clearing system used by clearing banks.
- v We will process debits and credits to your Account each time you use your Card.
- vi There may be limits on the number of times you may use your Card in a day and transaction values.
- vii You may cancel your Card and Account at any time by visiting a Finbond branch, or by calling our customer contact centre on 0860 004 249. If your Card is stolen, you must call our customer contact centre immediately to limit theft from your Account.

3. Fees

Please carefully read the schedule of fees and charges associated with your Card and Account. We will debit fees and charges to your Account for your Card and Account.

4. Interest

Interest is calculated on the daily credit balance and paid monthly. If the date on which we must pay you interest falls on a Sunday or public holiday, we will pay you the interest on the next business day. For more information on the credit interest you will earn contact your nearest branch or visit www.finbondmutualbank.co.za.

5. Statements

You will not receive a monthly statement on your Account via post. You are entitled to one free emailed statement per month. You may obtain a statement at an automatic teller machine or a Finbond branch.

6. Account fees and charges

Please read the schedule of fees and charges associated with this Savings Account. If you require any help or an explanation, please ask your consultant to explain the fees and charges to you.

7. Cancellation

We may cancel this agreement on reasonable notice to you, unless the Account is being used fraudulently or for an illegal purpose or if the Account has not been used for 3 (three) months. If we cancel the agreement the Card and Account will not work.

8. Limitation of liability

We are not liable if a transaction cannot be processed if there is insufficient money in your Account or in an automatic teller machine, there is a system malfunction or for any other reason beyond our control, or if your Card is lost or stolen and used by someone else.

9. General Terms & Acknowledgment

- i. **By signing this agreement, you confirm that you understand and appreciate the risks, costs, rights and obligation of this agreement.**
- ii. If we fail to enforce this agreement we will still be able to require performance under the agreement.

10. Data Protection and Identification

- i **You consent to us collecting and Processing your Personal Information to enable us to implement this Agreement, carry out statistical and other analysis to identify potential markets and trends and to develop new products and services and to us disclosing your Personal Information to any of our agents or service providers, some of whom may be located in countries outside of the Republic of South Africa. We do ask these parties to agree to our privacy policies.**
- ii **You agree that we may determine the need to and purpose of Processing your Personal Information as required by various laws, including the Financial Intelligence Centre Act and the Financial Advisory and Intermediary Services Act.**
- iii We are required by the Financial Intelligence Centre Act to identify and verify all new and existing clients and keep records of a client's confidential and personal information.
- iv **You consent to us holding, utilising, processing, confirming, storing and giving out your confidential and personal information to your employer, your bank, any credit bureau or other person for business reasons if we are legally required or allowed to do so and to holding, utilising, processing, confirming, storing, sending and receiving information about you from any credit bureau or similar organisation that has information about you or your creditworthiness.**
- v **You have no claim against us for Processing, keeping, using or legally distributing your Personal Information.**

SIGNED AT _____ ON _____ 20_____.

YOU, THE CLIENT

FOR: FINBOND MUTUAL BANK