



FNB-PayPal Service Terms & Conditions

Topping-Up and Withdrawing money from a PayPal account/wallet

Last Updated 13 July 2013

1. The FNB-PayPal Service

Through our Service we enable South African residents (“users”/“you”) to conduct:

- 1.1. Cross border top up from the user’s qualifying FNB account to the user’s PayPal account/wallet (this function is hereinafter referred to as “Top-Up”); and
- 1.2. Cross border withdraw from the user’s PayPal account/wallet to the user’s qualifying South African bank account (this function is hereinafter referred to as “Withdraw”).

(Both the aforementioned functions are jointly referred to as the “Service”)

2. Acceptance

2.1. The Service is made available to you by us conditional upon your acceptance, without modification, of all the terms specified in this agreement, which must be read in conjunction with, and herewith incorporates by reference our:

- 2.1.1. Conditions of Access;
- 2.1.2. Privacy Policy;
- 2.1.3. Disclaimer;
- 2.1.4. The Remote Banking Agreement, with specific reference to the FNB Online Banking service channel;
- 2.1.5. The Electronic Services Agreement, with specific reference to the FNB Online Banking Enterprise™ electronic banking platform ; and
- 2.1.6. All our other terms and conditions which are necessarily incorporated herein.

(This agreement and all the aforementioned terms and conditions are jointly referred to as our “Terms and Conditions” You can access these Terms and Condition on www.fnb.co.za, by contacting FNB Online or by contacting FNB PayPal Service call centre on 0861 PAYPAL (729725).

2.2. In the event of conflict between this agreement and the aforementioned terms, then the provisions of this agreement will prevail to the extent of the inconsistency.

2.3. Your access to and use of the Service constitutes your agreement to and acceptance of this agreement.

2.4. If you do not agree with any provision contained in this agreement, please do not use this Service.

3. PayPal User Agreement

3.1. In addition to this agreement, users also agree to abide by the relevant Legal Agreements for PayPal Services, especially as it applies to South African PayPal Users.

3.2. You may visit PayPal's website at www.paypal.com to view the Legal Agreements for PayPal Services.

4. PayPal is a Third Party

4.1. PayPal is considered a third party and accordingly our Terms and Conditions relating to links to third party websites, third party content as well as third party products and services specifically apply to PayPal's products and services.

4.2. A PayPal account/wallet is not a FNB bank account; accordingly we cannot provide you with a PayPal account/wallet transaction history.

4.2.1. Only Top Up and Withdraw transaction history between a qualifying South African bank account and the users' PayPal accounts/wallets will be accessible to users when logging on to their FNB Online Banking profiles.

4.2.2. Each Top Up and Withdraw transaction history will remain accessible through the users' FNB Online profiles in accordance with our Online Banking's terms.

4.3. The FNB PayPal Service call centre 0861 PAYPAL (729725) can only assist with Top Up and Withdraw queries as they relate to the Service; accordingly we cannot assist users with any other PayPal related queries, and all such PayPal account related queries must directly be referred to PayPal.

4.4. Complaints concerning Top Up and Withdraw must be directed to the FNB PayPal Service call centre 0861 PAYPAL (729725) or be sent to paypalenquiries@fnb.co.za. If your complaint is not adequately addressed please follow the Complaints Procedures listed on www.fnb.co.za.

5. Using the Service

Users will require the following in order to make use of the Service:

5.1. A qualifying FNB account for Top Up and a qualifying South African bank account for Withdraw.

5.1.1. Qualifying FNB accounts for the purposes of Top Up includes most FNB:

- a) savings accounts;
- b) cheque accounts;
- c) transmission accounts;
- d) commercial accounts; and
- e) corporate accounts.

5.1.2. Qualifying South African bank accounts for the purposes of Withdraw includes most transactional bank accounts of most South African banks, including those of FNB listed in 5.1.1. above. It also includes most FNB credit cards. Investment accounts, home loan accounts, and credit cards other than FNB Credit cards are not qualifying South African bank accounts for the purposes of Withdraw.

5.1.3. When electing to conduct a Top Up or Withdraw, a list of all your qualifying bank accounts that can be used for the Service will be displayed.

5.1.4. Bank accounts that are not displayed when electing to conduct a Top Up or Withdraw transaction cannot be used for Top Up or Withdraw transactions.

5.2. A qualifying FNB Online Banking or FNB Online Banking Enterprise™ profile.

5.2.1. Use of the Service is not available through any other banking channels including but not limited to: branches, ATM's, cell phone banking, telephone banking, FNB App.

5.2.2. To obtain a qualifying FNB Online Banking or FNB Online Banking Enterprise™ profile we are legally obliged to identify and verify our customers. We are also obliged to report any suspicious transactions relating to the Service to the South African Financial Intelligence Centre. If we are unable to identify and verify you, in accordance with prevailing legislation, you will not be able to make use of this Service. To be able to identify and verify you, you will be required to supply us with certain documentation from time to time which we will verify before allowing you to make use of the Service.

5.2.3. If you are using the FNB Online Banking Enterprise™ electronic banking platform:

5.2.3.1. the nominated administrator(s) will be responsible for:

5.2.3.1.1. Performing all PayPal account linking and maintenance functions;

5.2.3.1.2. Assigning employees the rights to access the PayPal Top Up and PayPal Withdraw functionality;

5.2.3.1.3. Setting user account permissions. A user requires specific permission to both capture and authorise Top Up and Withdraw transactions in order to submit the respective transactions; and

5.2.3.1.4. Setting the financial limits that restrict the maximum amount that the authorised user can perform Top Up and Withdraw transactions for.

5.2.3.2. A single user authorisation applies to Top Up and Withdraw transactions regardless of the number of authorisers required for other types of transactions.

5.3. A verified South African PayPal account.

5.3.1. Only verified South African PayPal accounts/wallets can be used for this Service.

5.3.2. To open a PayPal account/wallet users must go to www.paypal.co.za.

5.3.3. In order to verify a PayPal account/wallet, users will be required to link a credit card or cheque card. South African debit cards cannot be used.

5.3.4. The PayPal verification process is a PayPal process and FNB cannot intervene in this process.

5.4. Linking a PayPal account/wallet to a FNB Online Banking or FNB Online Banking Enterprise™ profile

5.4.1. During the linking process a user will be required to:

5.4.1.1. Enter his primary PayPal account/wallet's email address;

5.4.1.2. Successfully log on to his PayPal account/wallet in order to complete the linking process; and

5.4.1.3. Verify certain contact information for South African Reserve Bank Balance of Payment reporting purposes and may be required to supply additional information in order to complete the linking process.

5.4.2. A user will not have the functionality to Top Up or Withdraw until all of the linking requirements have been successfully completed.

6. Transactions CANNOT be cancelled or reversed

- 6.1. With reference to our Terms and Conditions and more particularly our Online Banking Remote Banking and Electronic Services Agreements, we confirm that any transaction conducted in terms of the Service is a transaction which cannot be reversed or stopped once confirmed by you and submitted to us.
- 6.2. If for whatever reason a Top Up payment transaction from a User's FNB account to their linked PayPal account cannot be completed and the funds need to be repatriated to the Users FNB account, then the User will be liable for all related costs, including but not limited to, the SWIFT fee, foreign exchange fluctuations, commissions and any FNB administrative fees.
- 6.3. If for whatever reason a Withdraw payment transaction from a User's linked PayPal account to their South African bank account cannot be completed and the funds need to be returned to the Users linked PayPal account, then the User will be liable for all related costs, including but not limited to, the SWIFT fee, foreign exchange fluctuations, commissions and any FNB administrative fees.
- 6.4. It remains the User's responsibility to ensure that they comply with all PayPal requirements to remove a PayPal account limitation and to keep their linked PayPal account in good standing. If a User's linked PayPal account has been limited by PayPal, for whatever reason, and such a limitation prevents FNB from successfully completing a Top Up or Withdraw transaction or requires the User to cancel a Top Up or Withdraw transaction, then the User will be liable for all and any costs referred to in 6.2 and 6.3.

7. Right to suspend and or reverse a transaction

- 7.1. We will monitor all transactions concluded in terms of this Service and we reserve the right to suspend and/or reverse, at any stage, a Top Up or Withdraw transaction in accordance with any legislation and/or upon the directions of a regulatory authority.
- 7.2. We reserve the right to suspend your access to this Service or to terminate your participation in this Service:
 - 7.2.1. if you breach any of these terms and conditions;
 - 7.2.2. if you have failed to provide us with any information or documentation required in respect of this Service;
 - 7.2.3. if we suspect any fraudulent, illegal or suspicious activity relating to your participation in this Service or your FNB PayPal account;
 - 7.2.4. to enable us to comply with any legal or regulatory requirement impacting on this Service; or
 - 7.2.5. to comply with a valid court order.
- 7.3. We will notify you of the suspension or termination immediately to your primary PayPal email address. We will not be liable for any damages of any nature resulting from your suspension or termination for any of the aforementioned reasons.

8. Fees and charges

- 8.1. We will charge you a fee when performing Top-Up or Withdraw transactions.
 - 8.1.1. The fee will cover the following, including but not limited to:
 - 8.1.1.1. our banking fees/commission;
 - 8.1.1.2. taxes; and
 - 8.1.1.3. exchange control related fees and costs

- 8.1.2. The fees may vary for each Top-Up and Withdraw transaction as the fees are dependent on various factors and accordingly we will first quote you the fees for the relevant transaction before requiring you to confirm the transaction.
- 8.2. Each Top-Up and Withdraw transaction is subject to currency conversions and accordingly you will be required to accept the quoted exchange rate.
- 8.2.1. Exchange rates for Top Up and Withdraw transactions will vary
- 8.2.2. Users will be quoted a United States Dollar (USD) exchange rate for both Top Up and Withdraw transactions.
- 8.2.3. For Withdraw transactions the quoted exchange rate is a three (3) day guaranteed rate and as such the minimum time a Withdraw transaction will take is four days.
- 8.2.4. For Top Up transactions a user's elected FNB qualifying account will be debited with two amounts constituting the quoted Rand amount based on the quoted exchange rate and a second amount for all fees.
- 8.2.5. For Withdraw transactions a user's elected FNB qualifying account will be:
- 8.2.5.1. credited with the quoted Rand amount based on the quoted exchange rate; and
- 8.2.5.2. debited with all fees.
- 8.2.6. For Withdraw transactions involving a qualifying South African bank account other than a FNB qualifying account, the user's elected qualifying South African bank account will be credited with the nett amount after all fees have been deducted from the quoted Rand amount based on the quoted exchange rate.
- 8.3. Please note, the fees, charges and exchange rates charged for the Service may differ from those rates which you have negotiated with FNB for any of our other products and services.

9. IMPORTANT: Reference Number

- 9.1. Whenever you conclude a Top-Up or Withdraw transaction, we will electronically supply you with our reference number for that transaction.
- 9.2. It is very important that you record the aforementioned number and keep it safe for as long as necessary, since we will under no circumstances whatsoever entertain any query, dispute or any other communication relating to a Top-Up or Withdraw transaction without you first providing us with the corresponding reference number.
- 9.3. You shall not hold us liable and fully indemnify us against all claims, losses, fines, penalties or any other damages of whatsoever nature, including all legal costs on an attorney and own client scale, relating directly or indirectly to any Top-Up and/or Withdraw transaction which you fail to provide us with the corresponding reference number.

10. Timing of transactions

- 10.1. Top Up transactions may take up to 4 business days to reflect in the nominated PayPal account.
- 10.2. Withdraw transactions may take up to 8 business days to reflect in the nominated qualifying bank account.
- 10.3. Business days exclude all South Africa, United States of America, Singapore and the Republic of Ireland's weekends and public holidays.

11. We may amend this agreement from time to time

- 11.1. We reserve the right, in our sole discretion, to amend (including without limitation, by the addition of new terms and conditions) this agreement at any time and from time to time.
- 11.2. Any such amendments shall come into effect immediately and automatically.
- 11.3. We will inform you of any amendments.
- 11.4. You agree to review this agreement whenever you visit the website for any such amendments.
- 11.5. The use of the Service will be taken as an acceptance of the agreement.
- 11.6. If you do not agree with the changes you have the right to terminate this agreement.

12. IMPORTANT: Exchange Control Regulations of the South African Reserve Bank (SARB)

In light of the fact that the Service entails cross border transactions, all Top-Up and Withdraw transactions are subject to the South African Currency and Exchanges Act 9 of 1933, the Regulations to the Act, the Orders and Rules issued in terms of the Regulations and the terms and conditions of a specific Exchange Control authority, issued by the South African Reserve Bank. You are therefore required to acknowledge compliance with the terms and conditions referred to below before concluding any transaction relating to the Service.

- 12.1. In terms of the aforementioned Exchange Control requirements, specifically the legal requirements of Exchange Control Regulation 6, all users availing of the Service are inter alia, obligated to ensure that funds held in a PayPal wallet/account are repatriated to South Africa through the Withdraw function within 30 days from date of Top-Up or from the date that the funds were received from another PayPal user, whichever is applicable.
 - 12.1.1. In other words, funds may not be retained in a PayPal wallet/account for longer than 30 days.
 - 12.1.2. For information purposes only, an extract from Exchange Control Regulation 6 is paraphrased below :-

ACQUISITION BY THE TREASURY OF FOREIGN CURRENCY

- 6. (1) *Every person resident in the Republic who becomes entitled to sell or to procure the sale of any foreign currency, shall within thirty days after becoming so entitled, make or cause to be made, a declaration in writing of such foreign currency to the Treasury or to an authorised dealer.*
- (2) *Every person resident in the Republic who becomes entitled to assign or to procure the assignment of any right to receive outside the Republic, in respect of any credit or of any balance at a bank, payment of any amount in a foreign currency shall, within thirty days after becoming so entitled, make or cause to be made, a declaration in writing of such right to the Treasury or to an authorised dealer.*
- (3) *Any person who has, in terms of sub-regulation (1) or (2), made a declaration in writing to the Treasury or to an authorised dealer, shall be deemed to have offered such foreign currency or such right, as the case may be, for sale to the Treasury or to such authorised dealer and the Treasury or such authorised dealer may purchase such foreign currency or such right at a price which, in the case of foreign currency, shall not be less than the market value of that currency on the day of purchase and, in the case of a right, shall be such as the Treasury may fix. - 8 -*

- (4) Any person from whom the Treasury or an authorised dealer purchases foreign currency or a right in terms of this regulation shall do all things necessary for the purpose of transferring that foreign currency or assigning that right to the Treasury or to such authorised dealer.
- (5) No person who is entitled (whether actually or contingently) to receive a payment in a foreign currency shall, except with permission granted by or on behalf of the Treasury and in accordance with such conditions as may be imposed by the Treasury or on its behalf do, or refrain from doing, any act with intent to secure that -
- (a) the receipt by him of the whole or any part of the payment in such currency is delayed;
- (b) the payment ceases, in whole or in part, to be receivable by him or receivable in that currency;
- (c) the contingency on which the right to receive payment as aforesaid is dependent (including the declaration of a dividend or profit by a company in which such person has an interest), does not eventuate.
- (6) Any foreign currency or any right in respect of which a declaration has been made in terms of sub-regulation (1) or (2) but which has not been purchased by the Treasury or by a person authorised by the Treasury to act under this regulation shall not be sold, transferred or otherwise disposed of without the permission of the Treasury and in accordance with such conditions as the Treasury may impose.
- (7) The provisions of sub-regulations (3), (4) and (6) shall not impose upon any person an obligation in respect of any foreign currency or any right if he is, in respect of that currency or that right, as the case may be, exempted from this regulation by the Treasury.
- (8) The Treasury may withdraw any exemption granted in terms of sub-regulation (7).

12.2. Only transactions outlined in paragraph 13.7 may be undertaken and users will be expected to:

12.2.1. select the correct Balance of Payment (BOP) category code to correspond with the proposed transaction type, as well as

12.2.2. formally declare that the information furnished is correct.

12.3. It is acknowledged that utilisation of the Service is electronically based, but nonetheless, copies of documentary evidence, (albeit electronically created) supporting the underlying transaction must be retained by the user for a period of five years, as the Exchange Control Authorities reserve the right to call upon users to make such documentation available, as necessary, in order to evidence or support transactions passed over a PayPal wallet/account.

12.4. Should any South African resident PayPal user, for any reason be holding funds in a PayPal wallet/account, as from 25 March 2010 these funds must immediately be repatriated to South Africa, in terms of Exchange Control requirements, in particular Exchange Control Regulation 6, an extract of which is included above.

13. IMPORTANT: Balance of Payment (BOP) Reporting for Exchange Control purposes

- 13.1. At the time of linking your PayPal wallet/account to your qualifying FNB Online Banking or FNB Online Banking Enterprise™ profile, you will be required to view and amend certain contact information that will be used for South African Reserve Bank (SARB) BOP reporting purposes.
 - 13.1.1. You are required to acknowledge, either by confirming or amending the displayed information during the linking process, that any contact information submitted is true and correct and you may be required to produce documentation to prove this at any stage either by us or the SARB.
 - 13.1.2. Our duty to identify and verify our customers in terms of the Financial Intelligence Centre Act is entirely independent from the SARB BOP reporting requirements. The information and documentation that you supply for SARB BOP reporting purposes will therefore not be used for client identification and verification purposes.
 - 13.1.3. The contact information required for commercial or personal customers may vary and we may require users to submit additional information prior to completing the linking process as described above. Users may be required to submit additional information/documentation either at a FNB branch and/or to a designated FNB call centre.
- 13.2. Each Top-Up or Withdraw transaction must be undertaken individually and independently of each other, resulting in the need to select a specific BOP category code, for each inward or outward transaction.
 - 13.2.1. Accordingly, should a Top-up or Withdraw transaction be for more than one BOP reason code then a separate transaction is required where the applicable BOP code must be selected.
 - 13.2.2. No 'bulking' or 'setting off' of transactions is permitted.
- 13.3. A list of BOP codes will be displayed and you must select one of these.
- 13.4. If there is no BOP code listed for the nature of your transaction then this Service may not be used for that purpose.
- 13.5. You are advised to contact the FNB PayPal Services Call Centre on 0861 PAYPAL (729725) or FNB International Banking on 08601 FOREX (36739) should you require further information concerning BOP codes and the requirements pertaining thereto.
- 13.6. All transactions will be reported to the SARB including:
 - 13.6.1. The users (business or individual) contact details.
 - 13.6.2. The currency of the transaction.
 - 13.6.3. The value of the transaction.
 - 13.6.4. The receiving party. For all Top-up transactions the receiving party will be PayPal Private Limited a Singapore registered entity and for all Withdraw transactions the receiving party will be the user.
 - 13.6.5. The sending party. For all Withdraw transactions the sending party will be PayPal Private Limited a Singapore registered entity and for all Top Ups the sending party will be the user.
 - 13.6.6. BOP reason code.

13.7. When performing a Top up or Withdraw transaction you will be required to select a BOP reason code. A short description is provided in the drop down list. A full description and the BOP reason codes are provided in the tables below:

Balance of Payment (BOP) codes applicable for Top-Up and Withdrawal transactions unless stated otherwise.

CURRENT BOP CODE		NEW BOP CODE			
BOP Code	Short Description	BOP Code	Subcategory Code	Short – Reason Code Description	Documentation Required
101	Import/Export proceeds - Customs Office	101	01	Import/Export: Advance Payments Excluding capital goods and mining resources	Invoice stating amount payable and that payment must be made in advance
			02	Import/Export: Advance Payments Capital goods	To be submitted: Imports Only Customs documentation once goods are cleared
108	Import Only: Advance payments in terms of imports undertaking	102	01	Import Only: Advance Payments In terms of imports undertaking excluding capital goods and mining resources	Invoice stating amount payable and that payment must be made in advance Customs document once goods are cleared
112	Import/Export less than R500	107	N/A	Import/Export less than R500	Documentary evidence confirming the amount payable
113	Import/Export via the South African Post Office	101	11	Import/Export: Advance Payments Goods imported or exported via South African Post Office	Documentary evidence confirming the amount payable
116	Withdraws Only: Foreign proceeds for goods consumed locally	109	01	Proceeds for goods purchased by non residents Where no physical export will take place excluding mining resources and merchanting	Documentary evidence confirming the amount payable
260	Travel Services	260	N/A	Business Travel Services Payments/Proceeds for business travel services	Invoice to/from Tourist, Overseas agent, Tour Operator or Local agent. Invoices issued to/by Tourist, local Travel Agent must state the name and residential address of the resident traveller as well as the Foreign and/or Rand amount.
		261	N/A	Holiday Travel Services Payments/Proceeds for holiday travel services	

312	Copyright, Royalties and Patent fees	201	N/A	Intellectual property – Reproduce or Distribute Rights assigned/obtained for licences to reproduce and/or distribute	Documentary evidence confirming the amount payable
		202	N/A	Intellectual property – Use of Patents and Inventions Rights assigned/obtained for using patent and inventions (licensing)	
		203	N/A	Intellectual property – Use of Patterns and Designs Rights assigned/obtained for using patterns and designs (including industrial processes)	
		204	N/A	Intellectual property – Use of Copyrights Rights assigned or obtained for using copyrights	
		205	N/A	Intellectual property – Use of Franchises and Trademarks Rights assigned or obtained for using franchises and trademarks	
313	Services and Fees – Computer-related	266	N/A	Electronic Data Services Payments/Proceeds for information services including data, news-related and news agency fees	Documentary evidence confirming the amount involved. Prior approval may be required from the Financial Surveillance Department of the South African Reserve Bank
314	Subscriptions – Computer-related				
501	Individual Only: Gifts	401	N/A	Gifts	Letter containing details of payment to be made/received
502	Annual Contributions	402	N/A	Contributions and Donations: Annual contributions (Affiliation fees, club fees, subscriptions, membership fees etc.)	Documentary evidence confirming the amount payable/receivable
504	Charitable Contributions	404	N/A	Contributions and Donations: Charitable, Religious and Cultural Contributions Excluding research and development	Prior approval required from the Financial Surveillance Department of the South African Reserve Bank
902	Return of Funds	Code removed from the list and is not applicable on the new BOP Code table.			

13.8. Specific BOP reason codes may require you to enter additional document reference numbers or have specific documentary evidence.

13.8.1. You are required to retain all such documentation for five years and may be required by either us or the SARB to supply proof of these documents.

13.8.2 Certain BOP categories will require additional information such as:

13.8.2.1 Invoice number

- When the invoice number held at the time of payment is from a pro-forma invoice (this would be for advance payments for imports BOP category 101 and capital goods), you must use this pro-forma invoice number throughout the payment life of the transaction.
- This applies even after subsequent invoices are issued (including commercial invoices)
- The invoice number must have a prefix of INV.....[after this insert alpha numeric characters, length 1 to 32 (excluding INV)].

13.8.2.2 Customs Client Number

- Over and above the ICN (imports) / UCR (exports), a Customs Client number (CCN) must also be provided for some cross border import/export payments.
- The CCN is an 8-digit number which can be obtained by registering as an importer / exporter with the South African Revenue Service.
- This number must be entered in the "Customs Client Number (CCN)" field.
- If the CCN is less than 8 digits, zeros must be inserted in front of the number. For example, if your CCN is 7654, you should enter 00007654.
- For more information contact your freight forwarder or visit <http://www.sars.gov.za/home.asp?pid=175>.
- For BOP reason codes 101 the default CCN 70707070 will be accepted. The default CCN will not be accepted for BOP reason code 102.

13.8.2.3 The Unique Consignment Reference ("UCR")

- The South African Reserve Bank (SARB) requires a Unique Consignment Reference (UCR) to be reported on all export proceeds.
- This requirement forms part of the initiatives undertaken by the SARB and the Customs unit of the South African Revenue Service (SARS), to implement an automated process for administration and control of cross-border transactions.
- It is important that the UCR provided to the bank matches the UCR provided to SARS when the goods are cleared for export. The Reserve Bank will electronically match these references.
- The Customs Release Notification (CRN) document and the SAD 500 (Custom Declaration Form) must have the same UCR.
- Format of the Unique Consignment Reference ("UCR"): the UCR must consist of at least 12 characters but no more than 35. For example:
nZA12345678a...35 a:

n is the last digit of the year of the export i.e. '0' for 2010.

ZA is a fixed character.

12345678 is the Customs Client Number.

a is the unique alpha numeric consignment number. This could be related to the document that the exporter will use to link export proceeds with a specific export consignment. This document could be an invoice, quotation, order, shipment no., etc

13.8.2.4 BOP reason code 101-01 and 101-02

- Corporates must provide us with a valid VAT number and income tax number.
- For Top Up both individuals and corporates must submit their Bill of Entry documentation for the imported goods, accompanied by the related Top Up transaction number, to us by email to paypalivs@fnb.co.za or by fax to 011 4388150.
- These requirements are effective from 15 August 2011.

13.8.2.5 BOP reason code 102-01

- This reason code is only available for Top Up and not Withdrawal.
- To use this reason code you must have an import undertaking with the South African Reserve Bank (SARB) and you must provide us with confirmation of the import undertaking.

14. PayPal Permissions

- 14.1. You have the option to grant FNB permission to access your PayPal account balance. When setting up the permission through FNB Online Banking or FNB Online Banking Enterprise™ you will be required to log on to your PayPal account to complete the permissions process.
- 14.2. By granting us this permission you authorise PayPal to disclose your PayPal account balance to FNB and you authorise FNB to access your PayPal account balance from PayPal.
- 14.3. As a South African PayPal account holder, you may have PayPal balances in multiple currencies, however FNB will only display your USD PayPal account balance to you on FNB Online banking or FNB Online Banking Enterprise™.
- 14.4. You further authorise FNB to display your PayPal account balance to required FNB staff for the purpose of providing the Service.
- 14.5. By granting us this permission you indemnify Paypal and FNB from any liability you may incur associated with or arising from Paypal or us acting in accordance with your permission and authorisation granted.
- 14.6. You may cancel the permission at any time by changing your PayPal settings on FNB Online Banking or FNB Online Banking Enterprise™.

15. Disclosure of Personal Information

- 15.1. To provide the Service to you we may be required to disclose your personal or your business information to third parties including but not limited to PayPal.
- 15.2. You consent to and authorise us to disclose your personal information, in the ordinary course of our business, to such third parties from time to time and indemnify us from any liability you may incur associated with or arising from us acting in accordance with this consent.
- 15.3. We will not sell, rent or provide your personal information to unauthorised entities or other third parties, for their independent use, without your consent.