

Date last amended: 16 November 2018

The Bank will provide You with Acquiring Services and products to enable You to accept Payment Instruments from Your Customers to pay for goods and/or services. The Content Management System Portal Terms and Conditions (“these Terms and Conditions”) form part of Your Merchant Agreement and must be read in conjunction with the remaining General Terms and Conditions and other Terms and Conditions applicable to You as the case may be. The General Terms and Conditions contain important information about the rights and obligations relating to You and the Bank in respect of the Acquiring Services and products provided by the Bank. A copy of the General Terms and Conditions is available on the FNB website, can be obtained from the Merchant Services National Call Centre or can be supplied to You by post and email at Your request. It is Your duty to speak to the Bank if You do not understand any part of any of the Terms and Conditions relating to You prior to entering into this Merchant Agreement.

1 ACCESS RIGHTS AND LIMITATIONS

The CMS Portal and all its contents are provided on an "as is" basis. The Bank does not warrant that the CMS Portal's functions will be error-free, or that the site or its server are free from viruses or other harmful components. If You do not wish to be bound by these terms and conditions, then You may not access, display, use, download, copy or distribute any of the content provided for on the CMS Portal.

By using or accessing the CMS Portal You agree to the following:

- 1.1 You will be held responsible for any activity that occurs on the CMS Portal once You log onto the CMS Portal, using the password that is assigned to or changed by You;
- 1.2 You are responsible for ensuring that Your access to the CMS Portal is limited to You and that you keep Your log-in information confidential. You are responsible to update Your password as and when required;
- 1.3 You will ensure that Your contact information is accurate and up to date. It should be noted that the process of updating Your contact information on the CMS Portal will not result in the Bank updating Your general information and contact information on Your Merchant profile; for the provision of Acquiring Services and products, You must contact the Bank to update Your details;
- 1.4 Any information communicated to You by the Bank by way of the CMS Portal will not replace any Messages or information communicated to You as stipulated in the Merchant Agreement;
- 1.5 You will not do anything that could disable, overburden or impair the proper working or appearance of the CMS Portal;
- 1.6 The Bank reserves the right to remove and monitor content on the CMS Portal, without prior notice, if the Bank is of the view that it may cause reputational damage to the Bank, or if it violates the Merchant Agreement and/or any of the Bank's policies;
- 1.7 While every effort has been made to ensure that the information provided on the CMS Portal is current and accurate, the Bank does not guarantee that the CMS Portal will meet Your requirements or be available on an uninterrupted or error-free basis. You agree to use the CMS Portal at Your own risk.
- 1.8 You will not post unauthorised commercial communications (such as spam) on the CMS Portal;

- 1.9 You will not collect other users' content or information. If You collect information from other users, You will: obtain their consent, make it clear that You (and not the Bank) are collecting their information and post a privacy policy explaining what information You are collecting and how You intend using it;
- 1.10 You agree not to use the CMS Portal to upload and/or transmit any material that is confidential, sensitive, unlawful, defamatory, discriminatory, malicious, misleading, pornographic, contains nudity or portrays abuse of children, people or animals, incites hate speech or violence, or content that instructs, portrays and/or promotes crime, terrorism or violence, whether real or simulated.
- 1.11 You agree not to use the CMS Portal to install, upload and/or execute any malicious software, executable code, scripts, active content, viruses and/or other software intended to be intrusive, harmful, hostile or scrape information from other users for any purpose whatsoever. You remain liable to any third party for Your conduct, content and/or comments. The Bank will not be liable for damages arising from Your conduct, content and/or comments.
- 1.12 Wherever third-party advertising or promotional material is displayed on the CMS Portal, this should not be construed as the Bank endorsing or creating any relationship between the Bank and that third party and reliance on any such material is entirely at Your own risk;
- 1.13 You will not transfer Your account (including any page or application You administer) to anyone without first obtaining Written permission from the Bank;
- 1.14 We respect other people's rights, and expect You to do the same;
- 1.15 If You infringe other people's rights, including their intellectual property rights, the Bank reserves the right to revoke Your access to the CMS Portal at any time without prior notice to you.
- 1.16 You hereby indemnify and hold the Bank harmless from any Losses that may arise as a result of but not limited to:
 - 1.16.1 any third-party access to the CMS portal in Your name, with Your log-in information or on Your computer equipment; and/or
 - 1.16.2 Your use of the CMS Portal including Your conduct, content and/or comments.

2 CMS PORTAL MAINTENANCE AND SUPPORT

- 2.1 The CMS Portal will be maintained and updated by the Bank in its sole discretion, from time to time and without prior notice to you.
- 2.2 The Bank may change the content, form and nature of the CMS Portal from time to time and without prior notice to You.
- 2.3 If You do not agree with any changes to the CMS Portal or these Terms and Conditions, on Your access portfolio, You may exercise Your right to terminate Your access with immediate effect.

3 USING THE INTELLECTUAL PROPERTY

- 3.1 You shall acquire no right, title or interest in or to any of the content relating to the development of the CMS Portal, or any aspect thereof whatsoever and shall not question or dispute the ownership of any of the Intellectual Property rights at any time for the duration of the Merchant Agreement or thereafter.
- 3.2 To the extent that You effect any approved posts, alterations, modifications or customisations to the CMS Portal for any reason whatsoever, the Bank shall become the exclusive and unencumbered owner of all Intellectual Property rights, including copyright, arising from any such approved posts, alterations, modifications and/or customisations to the CMS Portal as aforesaid, which You hereby assign to the Bank at date of creation of such content.

4 EXCLUSION OF LIABILITY

- 4.1 The Bank does not accept any responsibility for the availability or “up-time” of the CMS Portal and does not warrant that the CMS Portal’s functions will be uninterrupted.
- 4.2 The Bank, its owners, directors, employees, officials, suppliers, third party agents and/or representatives shall not be liable for any Losses, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by You or any third party, which arises directly or indirectly from reliance on the CMS Portal and/or its content.
- 4.3 You will not facilitate or encourage any violation of these Terms and Conditions, our policies, agreements between you and the Bank, terms and conditions or other document, which You are bound to.