

PLATFORM RULES

1. WELCOME TO OUR PLATFORM

Our Platform is your key to trusted, innovative technology, products, goods, and services. You can use our Platform to do many exciting things like:

- browse, view, or take up offerings available in the country from where you are accessing the Platform;
- connect and interact with us;
- shop at our virtual shopping mall; and
- connect with other consumers, suppliers, producers, retailers, wholesalers and other third-party providers of goods and services.

To access and use our Platform, you must read, understand, and accept our Platform Rules. The Platform Rules apply between you and NAV Platform (Pty) Limited (the entity in the FirstRand Group of Companies that owns the Platform).

The other entities in the FirstRand Group of Companies (described below) may accept rights and benefits established by way of these Platform Rules, in which case the Platform Rules will also apply between you and such other entities. The Platform Rules will in any event apply between you and such entities to the extent that you have any interaction or dealings with any of those entities on the Platform in relation to the subject matter contained in these Platform Rules.

The FirstRand Group of Companies consists of FirstRand Limited, the holding company of the group which is incorporated in South Africa and listed on the Johannesburg Stock Exchange and the Namibian Stock Exchange, and all its subsidiary companies in all the countries where it operates. The companies in the FirstRand Group of Companies includes but is not limited to the following:

- FirstRand Bank Limited (a registered South African bank), and all of its registered branches and representative offices in countries outside South Africa, and including the following divisions and business units:
 - o First National Bank;
 - o WesBank;
 - o Rand Merchant Bank;
 - o RMB Private Bank;
 - o Direct Axis.
- First National Bank of Namibia Limited.
- First National Bank of Botswana Limited.
- First National Bank of Eswatini Limited.
- FNB Moçambique, S.A.
- First National Bank Zambia.
- First National Bank of Lesotho Limited.
- First National Bank Ghana Limited.
- Rand Merchant Bank Nigeria Limited.
- Motovantage Holdings (Pty) Limited.
- Hyphen Technology (Pty) Limited.
- Ashburton Fund Managers (Pty) Limited.
- Ashburton Management Company (RF) (Pty) Limited.
- FNB Stockbroking and Portfolio Management (Pty) Limited.
- FNB CIS Manco (RF) (Pty) Limited.
- FirstRand Life Assurance Limited.
- FirstRand Short Term Insurance Limited.
- FNB Fiduciary (Pty) Limited; and
- Any new company that becomes a subsidiary of FirstRand Limited in future.

The FirstRand Group of Companies' simplified legal entity structure can be found on the group's website at: <https://www.firstrand.co.za/the-group/ownership-and-legal-structure>.

Our Platform Rules refer to these rules, which may be hosted on our Platform or made available through any interface that we may make available to you from time to time. Interfaces refer to any way you can use to interact with us, for example through an app or a website, or through assistance from a Platform representative, or face-to-face with our employees and any future methods made available through our Platform.

The words, "we", "us", or "our" refer to NAV Platform (Pty) Limited, any other entity in the FirstRand Group of Companies which may accept rights and benefits under these Platform Rules or to which these rules may become applicable, and to the employees, agents, and successors in title of these entities.

2. SOLUTIONS

We provide a range of products, services, goods, benefits, and rewards called Solutions by way of separate Solution Agreements. Solution Agreements refer to specific legal terms and other terms applicable to Solutions, together with any other documents that may apply to such Solutions.

Solutions may be made available to you via our Platform, by entities within the FirstRand Group of Companies and our agents. Solutions offered on the Platform may differ from country to country for various reasons. Certain Solutions may not be available in the country from where you access the Platform via the approved interfaces.

Independent third-party service providers consist of third parties that have been authorised to access our Platform to provide products and services to you.

Solutions may be made available to you when you conclude a Solution Agreement with us on:

- an assisted basis when you engage with a Platform representative to access our Platform on your behalf, for example with an employee of the FirstRand Group of Companies or our agents that access our Platform via an approved interface on your behalf; or
- an unassisted basis when you interact directly with us through a chosen interface like an app or website.

The words “you” or “your” or “user” refer to you, the person accessing or using our Platform in (for example) any of the following capacities:

- an individual, in your personal capacity;
- an authorised representative of a juristic entity, like a company;
- an authorised representative of a non-juristic entity, like a club or trust (depending on the country you are in);
- an authorised individual, representing another individual; or
- an authorised individual, representing a juristic or non-juristic entity in a different capacity, like an executor of a deceased estate, a curator or a liquidator.

3. UNDERSTANDING AND ACCEPTING OUR PLATFORM RULES

Clauses that appear in bold in these Platform Rules may:

- **limit our risk or liability or of a third-party;**
- **create risk or liability for you;**
- **compel you to indemnify us or a third-party; or**
- **serve as an acknowledgement, by you, of a fact.**

Your attention is drawn to the content of these Platform Rules as they are important and should be carefully considered, prior to using our Platform. If there is anything in these Platform Rules that you do not understand, you must ask us to explain it to you prior to you accepting our Platform Rules or continuing to use our Platform. Should you have any queries or questions please visit our Frequently Asked Questions and Answers and contact information as available on our interfaces.

You confirm that you are not a minor, or that if you are a minor, that you have been duly assisted and a parent or guardian has given you consent to use our Platform. If you accept these Platform Rules as a representative, you warrant that you are duly authorised to do so.

Nothing in these Platform Rules is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation created for either you or us in terms of any other applicable laws. Applicable laws refer to the relevant laws and regulations that may apply to our Platform Rules and Solutions.

The laws of the Republic of South Africa will apply to our Platform Rules, unless otherwise agreed in any Solution Agreement. You agree to the jurisdiction of any South African court unless you agreed to the jurisdiction of another court in any Solution Agreement. We may, at our discretion, refer a dispute to any other court which may have jurisdiction to hear the matter and to make formal judgment on any dispute arising out of these Platform Rules.

Solution Agreements and independent third-party service provider terms and conditions will be governed by the laws stated therein.

To ensure the security and reliable operation of our Platform for all users, we reserve the right, at our discretion, to take whatever action we deem necessary to preserve the security, integrity, and reliability of our Platform. Any user who commits any cybercrime will, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered or incurred by us, our Agents or independent third-party service providers.

By accessing or registering as a user on our Platform, you explicitly acknowledge that you have read, understood, and accepted these Platform Rules.

4. SOLUTIONS PROVIDED BY US

The laws of the country where you are located when accessing the Platform may prohibit the promoting and supply of specific Solutions and therefore your choice of Solutions on the Platform may be limited.

Each Solution you have with us will have terms and conditions applicable to that specific Solution, called a Solution Agreement.

Once you sign up for any Solution with us, our Platform Rules will become part of the Solution Agreements if specifically incorporated by referring to it. The relevant Solution will then be governed by our Platform Rules and the terms of that Solution Agreement. To the extent of any inconsistency, the terms of the Solution Agreement will take precedence, unless otherwise stated in the Solution Agreement.

Each Solution Agreement may contain legislative disclosures, declarations and statements of fact and may be subject to the laws of another country.

Information provided on the Platform is not an offer or professional advice to you. Unless we make an offer to you, all material on the interfaces is only an invitation to you to do business with us.

We have no knowledge of the suitability of your information technology systems for receiving, accessing, or using the Solutions. You must ensure that you have suitable information technology systems to receive, access or use the Solutions.

The Solutions delivered to you will be based on our understanding of the data and information provided by you to us. To the extent that any data and information is withheld, omitted, incomplete or inaccurate the quality and accuracy of the Solutions may be affected. **In addition, we will not be responsible for any losses, liabilities or damages that may arise because you provided incomplete, incorrect, or inaccurate data and information to us or fail to provide data and information to us in a timely manner.**

5. INDEPENDENT THIRD-PARTY SERVICE PROVIDERS

In addition to the Solutions provided by us via our Platform, additional products and services may be made available to you by a network of independent third-party service providers who act independently from us.

Please read the independent third-party service provider's terms and conditions carefully before you sign up for products and services with any independent third-party service provider.

Our Platform may have links, tabs or access mechanisms to independent third-party service provider websites or apps or products and services, which are provided for your convenience only. **By including links, tabs, or access mechanisms, we do not imply that we control or endorse those websites, apps, or products and services and we do not accept any liability in relation to those websites, apps, or products and services in any manner whatsoever. Access to any independent third-party service provider website, app or products and services is at your own risk.**

You must contact the independent third-party service provider directly if you have any questions related to information contained on independent third-party service provider apps or websites and any transactions between you and an independent third-party service provider.

Delivery, returns or refunds of goods purchased through independent third-party service providers will be subject to the independent third-party service providers' policies and terms.

6. CONTENT, INFORMATION AND DATA PROVIDED ON OUR PLATFORM

Our Platform hosts audio and visual content that is intended to provide you with more information about who we are, what we offer and what is available to you.

All content, information, and data on our Platform (whether provided by us or by an independent third-party service provider) is provided "as is". This means you should use it for information purposes only. You may not rely on it or treat it as professional or investment, legal, tax, or financial advice. You should always discuss any advice with a professional advisor before acting on any information on our Platform.

We own all content, information, and data (excluding personal information as defined and processed in terms of the FirstRand Group Customer Privacy Notice), generated when you use our Platform. We may use information and data (which includes personal information) to develop Solutions, create databases, conduct data analysis, generate revenue, share such information and data with independent third parties and use such information and data for any purposes identified by us.

Some information on our Platform is provided by independent third-party service providers. We do not control this information and do not warrant, undertake, or guarantee that it is correct or suitable for any purpose.

Any information that is, by its nature, an estimate or a prediction of future performance may not reflect actual events or results and it should not be viewed as a certainty.

We cannot be held directly or indirectly responsible for any loss or damages you might suffer if you rely on any information on our Platform, unless it is proven that we acted fraudulently, or that we were grossly negligent.

All news, market information and data shown on our Platform are delayed unless we tell you otherwise.

Information sent over electronic communication channels and interfaces, can be intercepted, seen, or changed. Please see our Privacy Notices in this regard, which can be accessed on our interfaces.

7. PLATFORM USER REGISTRATION

You may browse or view offerings on our Platform, without registering as a user.

You must register as a user to take up Solutions or products and services from independent third-party service providers on our Platform. You can do this by providing your name, surname, and your mobile number or email address. We may accept or reject your registration as a user at our own discretion and without giving reasons unless we are required to do so in terms of applicable laws.

If we accept your registration as a user, you will be allocated a FirstID. Your FirstID is a unique identifier that creates a single user profile for you, by collating all information relevant to you and your interactions across our Platform, whether you are transacting with us or any independent third-party service provider.

When you apply for Solutions, we may require additional personal information and verifications. Once you have provided us with the required personal information and you have complied with our applicable policies and processes, as well as any requirements in law, we will notify you if your application for the Solution has been successful. We or any independent third-party service provider may decline your application for a Solution or products and services in our sole discretion and without any obligation to provide reasons unless the law requires otherwise. You will only be eligible to take up Solutions or products and services of independent third-party service providers if the applicable laws allow it. **You will have no claim against us or the independent third-party service provider for declining your application.**

You hereby warrant that all information provided by you is accurate and complete. If your information changes, you must immediately update it on an interface.

You must follow security protocols if you interact with us on an assisted and unassisted basis. If you interact with us, whether assisted or unassisted, you must keep your username, password, or any other access information safe, secure, and confidential and you must ensure that your password is complex (and not easy or obvious) and changed regularly, to mitigate any security risks. You must notify our security centre immediately either through an interface or call our fraud line, if there has been unauthorised access to your User Profile or a security compromise of your personal information and take all steps necessary to mitigate any loss or harm caused by it. If you suspect that your username or password has been compromised, breached, or stolen, you must change it immediately.

If you are registering on behalf of someone else in a representative capacity, you will be required to provide further information, such as a juristic person's full name, registration number and operating address and obtain a FirstID on its behalf. You may also be required to provide proof that you are authorised to act on its behalf.

8. PRIVACY TERM

Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group of Companies.

To better understand how your personal information is treated, please refer to the FirstRand Group Customer Privacy Notice which forms part of this privacy term. The FirstRand Group Customer Privacy Notice can be accessed through our different interfaces.

In this privacy term, references to "we", "us" or "our" are references to the entities in the FirstRand Group of Companies, and all affiliates, associates, cessionaries, assigns, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise. References to privacy related terminology used in this term (such as personal information and responsible party) should also be read as to incorporate any similar terminology used in the jurisdiction in which your personal information is processed.

By using our Platform or by taking up any Solutions, you acknowledge that to:

- conclude and fulfil contractual terms or obligations to you;
- comply with obligations imposed by law; or
- to protect or pursue your, our, or a third-party's legitimate interests, including offering Solutions that best meet your needs;

your personal information and in some cases, special personal information may be processed through centralised functions and systems across entities within the FirstRand Group of Companies and may be used for the purposes, in the manner, and with the appropriate controls as set out in our FirstRand Group Customer Privacy Notice. Your personal information and in some cases, special personal information may consequently be processed and stored cross border.

Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately.

We want to ensure that you fully understand how and where your personal information may be used. We have described the purposes for which your personal information may be used in detail in our FirstRand Group Customer Privacy Notice. We have also set out further information about accessing, correcting, or objecting to the processing of your personal information in our FirstRand Group Customer Privacy Notice. We strongly advise that you read and understand our FirstRand Group Customer Privacy Notice, given its incorporation into your agreement(s) with us, like these Platform Rules.

If you are a juristic person (for example, a company) it may also be necessary for the FirstRand Group of Companies to obtain personal information of parties who are related to your business or activity, such as members, directors, shareholders, or trustees (as applicable) and as set out in more detail in our FirstRand Group Customer Privacy Notice.

For purposes of these Platform Rules, the responsible party is NavPlatform (Pty) Limited as well as other entities within the FirstRand Group of Companies, which are listed in our FirstRand Group Customer Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our FirstRand Group Customer Privacy Notice.

9. WE MAKE USE OF COOKIES

A cookie is a small piece of data sent from our system to your device, hard drive, or Internet browser where it is saved. The cookie contains information to personalise your experience on our websites or apps and may improve your experience on the websites or

apps. The cookie will also identify your device. Please make sure that you read and understand the FirstRand Group Cookie Notice which is accessible through our interfaces.

10. INTELLECTUAL PROPERTY

All intellectual property recognised and protected by law (including any know-how which is not in the public domain; patentable and non-patentable inventions; designs; trademark; copyright material; goodwill; processes; methodology; all other identical or similar intellectual property existing anywhere in the world and any applications for registration of such intellectual property) in respect of our Platform, Solutions and interfaces, such as software, images, text and documentation, and our name and logos, are owned by, or licensed to, us or to independent third-party service providers. They may not be used, reproduced, decompiled, reverse-engineered, modified or distributed and no other rights of ownership may be exercised by you in any way without obtaining our prior written consent. You may not create derivative works of, or tamper with our intellectual property and any device, certificate, software, or documentation which may be available in connection with our Platform and Solutions. Any unauthorised use, copying, reproduction, re-transmission, distribution, dissemination, sale, publication, broadcast, or other circulation or exploitation of intellectual property or part thereof will constitute an infringement of such rights.

11. APP END-USER LICENCE

By downloading or using our digital interfaces (like our Apps, websites and cell phone banking) you agree to an end-user licence agreement. The end-user licence may be installed on multiple smart devices. We reserve the right to cancel the licence at our discretion.

You may not transfer the licence or attempt to decrypt the digital interfaces or otherwise override any security features, remove, hide or alter any proprietary notice regarding an entity or brand of ours or that of a third-party entity or brand.

You may not use the digital interfaces to access any service or system that you are not authorised to access or use the digital interfaces to interfere with any service. You may not use the digital interfaces for any unintended purpose or a purpose for which it was not designed.

12. HOW WE WILL COMMUNICATE WITH YOU

These Platform Rules and any updates will be in English, unless you are accessing our Platform from a specific jurisdiction that requires these Platform Rules to be in a different language. We will communicate with you in English (unless local law requires otherwise), through your selected interfaces and communication methods agreed to in the Solution Agreements.

13. AVAILABILITY OF PLATFORM

We will use reasonable endeavours to ensure that our Platform is continuously available for your use, but we do not guarantee that this will always be the case. We reserve the right at any time to change or discontinue, without notice, any aspect or feature offered on the Platform.

At certain times, we may be prevented from providing Solutions to you or fulfilling our obligations to you due to things or events that are outside of our control. This includes, but is not limited to, involuntary interruptions such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes natural disasters (like fires, floods, strikes, epidemics, and pandemics) and social unrest. In such cases we will not be responsible for any failure to perform any of our obligations to you, and our obligations will be suspended, for as long as such interruptions continue. We may at our discretion give you prior notice of interruptions and changes, but we have no duty to do so.

To the extent that the law permits, we will not be legally responsible to you or any other person, for any loss, costs, expenses, damages (including indirect, special or consequential damages), or any claims, lawsuits, demands, of any kind whatsoever, whether brought by an individual or any entity, due to any service interruptions or events which cause us to change the way in which we work or provide access to Solutions or independent third-party service provider services and products or relating to our performance or failure to perform under these Platform Rules.

14. FEES AND CHARGES

Although the use of our Platform is free, your network service provider may charge you for accessing our Platform. You may, however, be liable for the payment of fees and charges in respect of Solutions and independent third-party services providers' services and products. Those fees and charges will be set out in the Solution Agreements or determined by the independent third-party service provider. Commissions may be payable in respect of regulated financial service offerings provided on our Platform. When applicable, we will advise you thereof.

15. UPDATES

We may, in our sole discretion, update these Platform Rules at any time in the manner stated below. You must review our Platform Rules when they are updated and we recommend that you also do so regularly. **Any such update will be effective from the date of being posted on our Platform.** For convenience only, the date on which these Platform Rules were last updated will be shown at the bottom of our Platform Rules. It is your responsibility to check for updates. **Your continued use of or access to our Platform, shall constitute your acceptance of those updates.**

16. PROFILE SUSPENSION OR TERMINATION

You must use our Platform for its intended purposes as set out in these Platform Rules. These Platform Rules will continue to apply to you if you are registered to access the Platform, continue to access it, or for as long as any Solution Agreement remains in place.

We may terminate or suspend your access to all or any part of your User Profile at any time, where you committed any unlawful act, we suspect that you committed an unlawful act, you are sanctioned in any jurisdiction by any entity or government, where we are obliged by law to do so, you have committed a breach of our Platform Rules, or where we consider your conduct as inappropriate. This termination or suspension will become effective once all your obligations in terms of any Solution Agreements are complete or terminated.

If you wish to terminate your access to our Platform, you may simply stop using our Platform. The FirstRand Group Customer Privacy Notice deals with how you can delete your personal information held by the Platform.

All provisions of these Platform Rules which, by their nature or by implication are required to endure or which relate to any unfulfilled obligations or rights that remain exercisable shall survive termination, including without limitation, the FirstRand Group Customer Privacy Notice, warranties, disclaimers, indemnities, and limitations of liability.

17. WHO IS RESPONSIBLE FOR LOSSES?

READ THE FOLLOWING PROVISIONS CAREFULLY. THEY LIMIT OUR LIABILITY TO YOU.

You use our Platform at your own risk.

We will take reasonable steps to ensure that our Platform and Solutions are provided to you in a secure and reliable manner.

Neither you nor we are liable to each other for any indirect or consequential loss or damage.

18. QUERIES AND COMPLAINTS

For queries and complaints related to:

- our Platform, refer to the contact information on our interfaces;
- our Solutions, refer to the complaints' procedure in the Solution Agreement;
- Independent third-party service provider products and services, refer to the independent third-party service providers' terms and conditions; and
- your privacy, refer to our FirstRand Group Customer Privacy Notice and the details set out therein.

19. GENERAL

These Platform Rules (as updated by us from time to time) and any other policies posted on our Platform, will be the complete set of rules that determine your use of our Platform.

If we do not enforce any part of these Platform Rules, we are not waiving our right to enforce it later. If any part of these Platform Rules is, or becomes invalid, or any amended provision is found to be invalid, the remainder of these Platform Rules will continue to apply.

Every term of these Platform Rules is severable from the others. This means that if any one or more of the terms are invalid, the rest of the terms remain valid.

The entity within the FirstRand Group of Companies that owns the Platform and the capabilities associated with the Platform (which is NAV Platform (Pty) Limited) may cede, delegate or assign fully or partially its rights and obligations under these Platform Rules to another entity. This assignment may take place without your consent, and you agree to it by using our Platform. Personal information and information related to a user of the Platform may also be transferred to the other entity – this may include your personal information, information, and data. That entity will adhere to all privacy laws, all privacy undertakings the FirstRand Group of Companies has given and all processing and marketing consent preferences you have provided the FirstRand Group of Companies (including opt-ins and opt-outs). We will provide you with notification of this transfer of personal information and information.

Version dated August 2023