



# THE FNB XERO PROGRAMME FOR ACCOUNTING PRACTICES

## Terms and Conditions

how can we help you?

### 1. Introduction

- 1.1. The FNB Xero Programme for Accounting Practices – supported by Edge Growth (“**the Programme**”) is an entrepreneur development training and support programme delivered by FirstRand Bank Limited (“**the Bank**”) and provided and managed by Edge Growth Access (Pty) Ltd (“**Edge Growth**”) in collaboration with Xero South Africa (Pty) Ltd (“**Xero**”), for selected black-owned accounting practices that service the small and medium sized enterprise (“**SME**”) market in South Africa.
- 1.2. Further information about the Programme is available on the Edge Growth website (which includes Frequently Asked Questions on the Programme (“**FAQs**”)). In addition, the marketing material for the Programme (as distributed by the Bank, Edge Growth, Xero and/or other authorised parties with whom the Bank collaborates in connection with the Programme) (“**the Call to Applications**”) contains further information about the Programme.
- 1.3. The terms and conditions set out herein (“**these Terms and Conditions**”) will apply as a legally binding agreement between the Bank and:
  - 1.3.1. all parties who choose to take part in the application process (“**the Applicants**”); and/or
  - 1.3.2. successful Applicants who choose to participate in the Programme through signature of the Edge Growth Agreement (as such term is defined in clause 5.1 below) (“**the Participants**”), including their employees, delegates and/or authorised representatives (as applicable).
- 1.4. These Terms and Conditions also include certain stipulations that expressly refer to being in favour of each of Edge Growth and/or Xero. These stipulations are capable of acceptance by either of them without the need to give notice to any of the other parties to these Terms and Conditions.
- 1.5. References in these Terms and Conditions to “**you**”, “**your**” or “**yourself**” will be deemed to refer to the Applicant and/or the Participant and/or their employees, delegates and/or authorised representatives, who are all equally bound by these Terms and Conditions.

### 2. Application Period

- 2.1. Applications open on 6 April 2021 at 08h00 and close on 12 April 2021 at 23h59 (“**the Application Period**”).
- 2.2. No submissions made after the Application Period will be accepted.
- 2.3. The Bank reserves the right to extend the Application Period for additional period(s). Notice of any extension will be communicated.

### **3. Eligibility Criteria**

- 3.1. In order to gain entry into the application process, you must meet the following minimum entry requirements:
  - 3.1.1. Be a registered accounting practice that has been in operation for at least 3 (three) years;
  - 3.1.2. Be a practice that is at least 51% (fifty one percent) black-owned;
  - 3.1.3. Have an accreditation with a professional body such as SAICA or SAIPA;
  - 3.1.4. Have industry experience servicing SMEs;
  - 3.1.5. Be keen to embrace technology to improve; and
  - 3.1.6. Have aspirations to grow and attract investment.
- 3.2. Applicants who do not meet the eligibility criteria set out in clause 3.1 above will not be accepted into the application process. Information provided that is false and/or cannot be verified will result in automatic disqualification from the application process.
- 3.3. You may choose not to apply to take part in the Programme and you are not obliged to respond to the Call to Applications.

### **4. Application and Selection Process**

- 4.1. You must apply to participate in the Programme via the Edge Growth website, following the specific prompts as detailed on the Call to Applications and on the Edge Growth website.
- 4.2. The application process consists of various stages and modes of assessment, as further detailed on the Edge Growth website.
- 4.3. It is your responsibility to comply with all of the due dates and timeframes associated with the application process (as further detailed on the Edge Growth website) and to ensure that the information you provide during the application process is accurate and complete in all respects. Failure to adhere to this requirement will result in your application to the Programme being disqualified and/or in your permission to participate in the Programme being revoked.
- 4.4. Edge Growth is responsible for managing the application process.
- 4.5. The Programme has a limited number of places available and a maximum of 15 (fifteen) Participants will be selected to participate in the Programme. The Bank provides no warranties, representations and/or guarantees that any invitee and/or Applicant to the Programme will in any way whatsoever be secured a place as a Participant.

- 4.6. The Bank exercises its sole discretion in the selection of the Participants and the Bank's decision in this regard will be final and binding.

## **5. The Programme**

- 5.1. Each successfully selected Applicant will be required to enter into a written agreement with Edge Growth, which will set out the respective obligations of Edge Growth and the Participant in connection with the Programme ("**the Edge Growth Agreement**").
- 5.2. These Terms and Conditions must be read in conjunction with the Edge Growth Agreement (once concluded) and in conjunction with any further undertakings which you may provide in favour of the Bank, Edge Growth and/or Xero. These documents, read together, will govern all aspects of the Programme.
- 5.3. At any time prior to entering into the Edge Growth Agreement, the successfully selected Applicant may elect not to participate in the Programme. The successfully selected Applicant must comply with all deadlines imposed by Edge Growth in connection with conclusion of the Edge Growth Agreement, failing which the successfully selected Applicant will be unable to participate in the Programme.
- 5.4. Edge Growth is responsible for all aspects of the Programme. This includes, but is not limited to, the content, training material, venues/platforms, services and/or any facilities which may be provided.

## **6. The Participant's General Roles and Responsibilities**

- 6.1. Participants must:
  - 6.1.1. not conduct themselves in any manner likely to put the reputation of the Bank, Edge Growth and/or Xero into disrepute; and
  - 6.1.2. adhere to these Terms and Conditions in all respects; and
  - 6.1.3. adhere to the Edge Growth Agreement in all respects; and
  - 6.1.4. adhere to all reasonable instructions issued by the Bank and/or Edge Growth in connection with the Programme; and
  - 6.1.5. ensure, at their sole cost, that they have access to all hardware, software and/or third-party services (for example, internet connectivity) required to access the Programme and the Programme materials.

## **7. Fees and Applicable Costs**

- 7.1. No fees are payable by you for your application to and/or participation in the Programme, subject to the other provisions set out herein.
- 7.2. Any costs incurred by the Applicant in order to submit an application and/or by the Participant in order to attend the Programme (whether in a physical and/or virtual (online) format) will be strictly for the own account of the Applicant or the Participant (as applicable). This includes but is not limited to any costs incurred in connection with such hardware, software and/or third-party services as may be required to apply to and/or participate in the Programme.

## **8. Limitation of Liability and Disclaimer of Warranties**

- 8.1. To the maximum extent permitted by law, the Bank, Edge Growth and/or Xero will not be legally responsible to you or to any of your delegates for any kind of loss or damage which you or they may suffer, including but not limited to direct, indirect, special, incidental or consequential damages, loss of use or loss of business, revenue, profits, anticipated savings, reputation or goodwill, arising in connection with or related to the Programme, including but not limited to your or your delegates' application to and/or participation in the Programme, or your or your delegates' inability to apply to, participate in, or benefit from, the Programme. This clause excludes, to the maximum extent permitted by law, the Bank's, Edge Growth's and/or Xero's liability under any theory of delict, contract, warranty, strict liability or negligence, even if the Bank, Edge Growth and/or Xero has been advised, knew of or should have known of the possibility of such damages and you hereby indemnify and hold the Bank, Edge Growth and Xero harmless from and against all forms of liability as referred to in this clause 8.1.
- 8.2. To the maximum extent permitted by law, the Programme is provided "as is" and without any representations or warranties of any kind. Neither the Bank, Edge Growth or Xero warrants that the Programme will be suitable for the Participant or its delegates or will assist the Participant to reach its business goals or growth objectives.
- 8.3. No information provided in the Programme must be treated as professional advice or treated as an endorsement of any person, product or service. The Participant is advised to obtain the necessary professional, financial, legal and other advice from its own financial and legal advisors.
- 8.4. Neither the Bank, Edge Growth or Xero is responsible for, nor will they be liable for, any part of the Programme which may be delayed, disrupted or cancelled due to reasons outside of their reasonable control, including but

not limited to any of the following: power outages, strikes, lockouts, industrial action, communication failures, pandemics, third-party site or systems failures or hardware, software or communications failures or delays.

- 8.5. In the case of online (virtual) attendances that are required of the Participant, the Participant acknowledges and agrees that the associated platforms are subject to limitations, delays and other problems inherent in the use of the internet and electronic communications technology. Neither the Bank, Edge Growth or Xero will be responsible for any delays, delivery failures and/or internet connection issues experienced by the Participant. Whilst the Bank, Edge Growth and/or Xero will take all reasonable steps to ensure the safety and/or security of the information technology systems, infrastructure and/or communications networks that the Programme will be hosted on, the Bank, Edge Growth and/or Xero will in no manner or form accept any responsibility or liability for any third-party cyber-attacks or other activities that may adversely affect or threaten the security, confidentiality, integrity or availability of any of the Participant's information technology systems, infrastructure, communications networks, devices or data that the Participant uses to attend the Programme.
- 8.6. The Bank will not be obligated to provide any financial or non-financial aid to any Applicant and/or to any Participant.
- 8.7. All complaints about the application process and/or the Programme must be directed to Edge Growth.
- 8.8. The Bank will not become a party to any dispute between yourself and any other Applicant and/or Participant, or between yourself and Edge Growth, Xero and/or any other related third party connected to the Programme.
- 8.9. You agree that you will not hold the Bank legally responsible for any actions or failures to act on the part of Edge Growth and/or Xero and/or any other related third party connected to the Programme.
- 8.10. You apply to take part in the Programme and/or you participate in the Programme (as applicable) at your own risk and of your own free will.

## **9. Intellectual Property**

- 9.1. The Bank, Edge Growth and/or Xero owns all intellectual property rights in and to all aspects of the Programme, including software, websites, training material, training workshops and sessions and any other related content, material and/or information provided in connection with the Programme. Such intellectual property rights include but are not limited to any registered or unregistered trademarks, copyright, designs or patents, any and all types of multimedia such as print, photographic, digital/film images and/or voice/audio/video recordings, made available before, during and/or after the Programme.

- 9.2. You are not permitted to sell, reverse-engineer, commercialise, display, exhibit, record, broadcast, reproduce, transmit, publish and/or or distribute any of the intellectual property referred to in clause 9.1 above (“**the Intellectual Property**”) that may be shared with you before, during and/or after the Programme. You may only use the Intellectual Property for permitted purposes in relation to your participation in the Programme. Should you wish to use the Intellectual Property for other purposes, you must first obtain the written consent of the Bank, Edge Growth and/or Xero (as applicable).
- 9.3. It is specifically recorded that no assignment of the Bank’s, Edge Growth’s and/or Xero’s intellectual property rights has taken place or will in future take place, in favour of the Applicant and/or the Participant.
- 9.4. You are not permitted to remove or to obscure any copyright or other notices from the Edge Growth website or from any other platforms used in connection with the Programme or from any of the Programme materials.
- 9.5. You must, in addition, comply with all terms, conditions, rules and requirements of any third-party site or software owner or third-party intellectual property rights owner, as the case may be, connected to the Programme.

## **10. Confidentiality, Personal Information and Publicity**

- 10.1. You must hold all aspects of the Programme in the strictest confidence and you are not permitted to disclose details of the Programme to any third parties.
- 10.2. Without limiting clause 10.1 in any way, you may not under any circumstances:
  - 10.2.1. communicate, comment on and/or divulge any matters concerning the Programme; and/or
  - 10.2.2. make and/or share any comments or posts related to your application to and/or participation in the Programme,  
including matters related to the Programme itself and/or matters related to any other Applicant and/or Participant, on any social media platform and/or on any other public forum and/or or in any other public medium, whether before, during and/or after the Programme takes place, without first obtaining the written consent of the Bank, Edge Growth and/or Xero (as applicable).
- 10.3. You must refrain from using, distributing and/or disclosing any personal information belonging to the Bank, Edge Growth, Xero and/or any other applicant to and/or attendee of the Programme, unless you have the specific prior written consent of the person to whom such personal information belongs. You will be solely responsible for obtaining the required consents in accordance with any applicable laws relating to the use, control and protection of such personal information.

- 10.4. You consent to the recording, filming, photographing, storage, dissemination and/or publication in any form, of the proceedings of the Programme attendances, on the basis that same does not infringe on your right to confidentiality in respect of your business secrets.
- 10.5. The data, information, pictures, audio or video so recorded, filmed, photographed, stored, disseminated and/or published, will remain the sole property of the Bank, Edge Growth and/or Xero. You hereby agree and consent to the use of the aforesaid items by the Bank, Edge Growth and/or Xero in commercial advertising, marketing, other programmes, publications and other public communications at their own discretion and without the obligation of payment of any royalties and/or other consideration to you.
- 10.6. You understand and agree that your personal information, including but not limited to your name, contact information, location and/or any other online identifiers, may be visible to and/or accessible by the other attendees of the Programme. Neither the Bank, Edge Growth or Xero will in any manner or form and/or under any circumstances accept any responsibility or liability relating to any inconvenience, losses or damages of any nature that you may suffer and/or incur in regard to this.

## **11. Processing Consents**

- 11.1. By accepting these Terms and Conditions, you expressly consent to and authorise the processing of your personal information (which, for purposes of this clause 11, includes special personal information) by the Bank, Edge Growth and/or Xero, in the manner, for the purposes and with the appropriate controls as set out and/or referred to in this clause 11 and/or in the privacy policies and/or privacy notices specifically referenced in this clause 11.
- 11.2. You acknowledge that the Bank, Edge Growth and Xero will need to process your personal information:
- 11.2.1. for purposes of and related to the Programme (including but not limited to your application to and/or participation in the Programme);
  - 11.2.2. to comply with obligations imposed upon them by law;
  - 11.2.3. to protect their, yours or a third party's legitimate interest;
  - 11.2.4. for such other purposes as may be permitted by law;
  - 11.2.5. for such other purposes as are specifically explained in the Bank's, Edge Growth and/or Xero's respective privacy terms, policies and/or notices.

11.3. You acknowledge that the privacy terms, policies and/or notices referred to in clause 11.2.5 above will apply in respect of the Programme and in respect of your application to and/or participation in the Programme. In this regard:

11.3.1. you are referred to the Bank's privacy term as set out in clause 12 below. You are also referred to the FirstRand Group Customer Privacy Notice ("**the FirstRand Privacy Notice**"), which you can access on the Bank's FNB website. Alternatively, you may contact the Bank to request a copy;

11.3.2. you may access Edge Growth's privacy notice on the Edge Growth website;

11.3.3. you may access Edge Growth's platform terms of use on the Edge Growth website; and

11.3.4. you may access Xero's privacy notice on Xero's website.

11.4. Without in any way limiting the general nature of the other clauses in this clause 11, you specifically acknowledge and consent to the following:

11.4.1. that your personal information will/may be used for purposes of:

11.4.1.1 processing and assessing your application to participate in the Programme;

11.4.1.2 communicating with you for purposes of the application process and/or for purposes of your participation in the Programme;

11.4.1.3 delivering the Programme; and/or

11.4.1.4 monitoring and reporting on the Programme;

11.4.2. the Bank and/or Edge Growth verifying the authenticity of the information you provide with third party verification agencies and/or with relevant industry regulatory bodies, authorities and/or institutions, who have an obligation to keep such information secure and confidential;

11.4.3. Edge Growth referring and submitting your personal information (as provided during the application and/or participation process) to the Bank and/or to Xero for processing purposes related to clauses 11.4.1 and/or 11.4.2 above, as may be relevant and appropriate.

## 12. The Bank's Privacy Term

12.1. You acknowledge and consent that your personal information (which, for purposes of this clause 12, includes special personal information) will be held by entities within the FirstRand group of entities ("**the FirstRand Group**").

- 12.2. To better understand the entities that form part of the FirstRand Group and how your personal information is treated, you are requested to refer to the FirstRand Privacy Notice which forms part of the Bank's privacy term set out in this clause 12. The FirstRand Privacy Notice is accessible as stated in clause 11.3.1 above.
- 12.3. In this clause 12, references to "the Bank" are references to the entities in the FirstRand Group, and all affiliates, associates, cessionaries, 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. For purposes hereof, the responsible party is the party with whom you are dealing, as well as other entities in the FirstRand Group which are listed in the FirstRand Privacy Notice as responsible parties. For the contact details of these responsible parties, please see the FirstRand Privacy Notice.
- 12.4. By entering into these Terms and Conditions, you acknowledge that the Bank, for the purposes mentioned and/or referenced in clause 11 above, may process your personal information through centralised functions and systems across entities in the FirstRand Group and may use your personal information for the purposes, in the manner and with the appropriate controls as set out and/or referred to in clause 11 above and/or in the FirstRand Privacy Notice.
- 12.5. Where it is necessary to obtain consent for processing outside of clause 11 and/or this clause 12, the Bank will explicitly seek your consent separately.
- 12.6. The Bank wishes to ensure that you fully understand how your personal information may be used. The Bank has described the purposes for which your personal information may be used in detail in the FirstRand Privacy Notice. The Bank has also set out further information about accessing, correcting or objecting to the processing of your personal information in the FirstRand Privacy Notice. The Bank strongly advises that you read the FirstRand Privacy Notice.

### **13. General Provisions**

- 13.1. You may not misuse the application process or the Programme in any way.
- 13.2. Whilst the Bank, Edge Growth and/or Xero may provide you with extra time to comply with your obligations or decide not to exercise some of their rights, it must not be assumed that this means that the Bank's, Edge Growth's and/or Xero's agreement with yourself has been changed or that it no longer applies. The Bank, Edge Growth and/or Xero can still insist on the strict application of any or all of their rights at a later stage. You must not assume that they no longer apply to you.

- 13.3. Every clause of these Terms and Conditions is severable from the others. If one or more of the clauses is invalid, it will not mean that the rest of these Terms and Conditions are invalid. The rest of these Terms and Conditions will still apply.
- 13.4. The Bank, Edge Growth and/or Xero may send notices to the address/es you provided on the application.
- 13.5. These Terms and Conditions, including this clause 13.5, may be amended solely by the Bank from time to time.
- 13.6. These Terms and Conditions will be governed by the laws of the Republic of South Africa, without giving effect to conflict of laws provisions.
- 13.7. You agree that the Bank has the absolute discretion to decide if your actions constitute any of the actions prohibited herein and to end your application to and/or your participation in the Programme immediately and to take appropriate legal action against you.
- 13.8. If Edge Growth is unable to get hold of you after making reasonable efforts to do so, or if you do not act timeously, you will forfeit your invitation and/or application to and/or your participation in the Programme.
- 13.9. If you fail to comply with any part of these Terms and Conditions, you will be disqualified and you will give up (forfeit) your place in the application process and/or in the Programme.
- 13.10. Your place as a Participant may not be sold, swapped for cash or given to someone else.
- 13.11. You may not attempt to do anything to change the outcome of the application process or the Programme in any way.
- 13.12. The decisions made during the application process by the Bank and/or Edge Growth are final, and no correspondence will be entered into. This means that you cannot appeal any decision made.
- 13.13. You must send all legal notices to: FNB Legal, 3rd Floor, No. 1 First Place, Bank City, Cnr Simmonds and Pritchard Streets, Johannesburg, 2001.
- 13.14. These Terms and Conditions will be applied and interpreted by the Bank and its decision regarding any disputes relating to the meaning and/or content hereof will be final and binding.

**I have read these Terms and Conditions which apply to me. I hereby agree to these Terms and Conditions and I hereby provide the processing consents as set out in clauses 11 and 12 of these Terms and Conditions.**

**(TICK BOX)**

FirstRand Bank Limited

**Full Names:**

**Identity Number:**

**Company Name:**

**Company Registration Number:**

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2021.