



Important

- There are terms below that may limit our risk or liability, create risk or liability for you, compel you to indemnify us and/or serve as an acknowledgement by you of a fact.
- These are important and should be carefully noted.
- Nothing below will unlawfully restrict, limit or avoid any rights or obligations created for you by the Consumer Protection Act.
- While we take all reasonable steps to apply appropriate security measures, the use of the Send-iMali service may still expose you to risk.

1 MANDATE

- a These terms and conditions ('T&Cs') govern your access to and use of the Send-iMali service ('Send-iMali') that Nedbank ('we'/us'/Nedbank') offers you ('you'/your').
- b Send-iMali allows you to send funds from your Nedbank transactional account to anyone with a valid South African cellphone number by using our cellphone or internet banking.
- c You mandate us to:
 - i allow the person you sent the funds to ('the Recipient') to withdraw all the funds from any participating ATM and other cash access point;
 - ii debit any fees against your account each time you use Send-iMali. See our latest pricing guide at nedbank.co.za or at any Nedbank branch. These fees may change with prior notice to you; and
 - iii inform and instruct the Recipient about what he needs to do to access the funds.
- d We act only on your behalf and on your instruction. No relationship is formed between us and any Recipient. We will not be involved in any dispute between you and a Recipient.
- e You must be 18 (eighteen) years or older to register for or access and use Send-iMali.

2 ACCEPTANCE, COMMENCEMENT AND ACCESS DETAILS

- a **The T&Cs bind you when we confirm and accept your registration for Send-iMali and you click on 'ACCEPT'. Once you accept the T&Cs, you may access and use Send-iMali.**
- b The T&Cs remain in force and binding on you until Send-iMali is terminated as in clause 8.
- c The T&Cs are in addition to our service channel and product terms and conditions. If there is a dispute about the Send-iMali product, these T&Cs apply. If there is a dispute about the service channel, the service channel terms and conditions apply.
- d We have reasonable security safeguards to protect your access details and the personal/confidential information you gave us. **Any information sent over an unsecured link or communication system is susceptible to unlawful monitoring, interception or access by a third party, and we will not be held liable for this.**
- e Once your access details have been entered, we will accept and process all instructions, whether or not the access details have been entered fraudulently or without your authority.
- f We may monitor and/or report on your transactions in terms of our legal obligations.
- g You should not respond to any email or unsolicited correspondence that requests your access details.
- h You must notify us immediately when you become aware of or suspect any unauthorised access to or use of any access details.

3 YOUR OBLIGATIONS

- a You must tell the Recipient when you send him funds. We will also send the Recipient an SMS informing him of the transaction.
- b Our SMS will contain important information about Send-iMali. The Recipient must keep the SMS secret and his cellphone safe, as anyone can withdraw the funds with this information.
- c The Recipient must dial *120*001# to start the withdrawal process within 7 days of the SMS. We will cancel the instruction and return the funds to your account if this is not done within 7 days. You must tell the Recipient this. We will not refund the transaction fee if the Recipient does not start the withdrawal process in time or if you request a reversal.
- d We will not transfer the funds to a new cellphone number if the Recipient's cellphone number changes or you enter the wrong number. **We do not check the identity of Recipients when they claim or when you send the funds. We cannot reverse, repeat or correct payments that were made to wrong persons.**

4 SECURITY OBLIGATIONS

- a **You may not disclose any personal details and/or access details to anyone or record them in such a way that they become known to anyone.**
- b **You must inform us of any fraudulent or unauthorised use of Send-iMali by anyone and take appropriate steps to minimise any loss or harm that may result from unauthorised access.**
- c You must advise us of any change to your contact, personal or other details. For security reasons you have to go to a Nedbank branch to do so.

5 PRODUCT

- a Monthly and daily transaction limits apply. Visit nedbank.co.za or call the call centre or any Nedbank branch for more information.
- b From the time you send funds to the Recipient you will not earn any interest thereon.

6 USE

- a **You acknowledge and agree that:**
 - i **we cannot guarantee or be held liable for the availability or accuracy of the information displayed when you use Send-iMali, as information may not be updated on the system on a real-time basis;**
 - ii **we are not responsible for any internet and/or Wi-Fi connectivity that prevents or impacts your or the Recipient's access to Send-iMali;**
 - iii **any information sent over an unsecured link or communication system can be unlawfully monitored, intercepted or accessed by a third party;**
 - iv **Send-iMali is subject to downtime and we may at times fully or partially interrupt your access, of which we will advise you by notice on the website; and**
 - v **we may replace, change or discontinue any existing functionality.**

7 OWNERSHIP

- a We retain all right, title and interest in and to the system and Send-iMali.

- b You may not copy, reproduce, distribute or create derivative works or reverse-engineer any part of Send-iMali or the system.

8 TERMINATION

Either we or you may terminate Send-iMali on 20 days' notice to one another.

We may suspend, modify or terminate Send-iMali if:

- i the cellphone service provider removes the Recipient's cellphone number from its network;
- ii you or the Recipient uses Send-iMali for illegal, unlawful or fraudulent purposes; or
- iii you breach any of the T&Cs.

- b We will not be liable for any losses incurred as a result of this.

We may terminate Send-iMali on 48 hours' notice to you due to a change in any law applicable to Send-iMali, or if Send-iMali becomes uneconomical or commercially impractical.

When Send-iMali is terminated, you may not use Send-iMali any longer.

Any notification from us to you will be sent by SMS or email to the contact details you provided.

9 DISCLAIMER

- a We do not warrant that Send-iMali will meet your requirements, be reliable, always on time, secure, uninterrupted or error-free.

- b We also disclaim all warranties and conditions regarding Send-iMali, express or implied, including warranties of merchantability and fitness for a particular purpose.

- c If you download or obtain any information and material using Send-iMali, this will be at your own discretion and risk. You are solely responsible for damage to your computer or loss of data resulting from the download of any material. No information obtained by you will create any warranty not expressly stated in the T&Cs.

10 LIABILITY

- a You indemnify us against any demand, claim or action directly or indirectly relating to or connected with the use of Send-iMali, unless it arose as a direct consequence of our gross negligence or wilful misconduct.

- b We will not be liable to you for any claims or losses in relation to Send-iMali because you or anyone else gained unlawful access to Send-iMali or any content thereof or because we acted on an instruction received from you.

- c Except for our gross negligence or wilful misconduct, you indemnify us against:

- i all losses due to any claims brought against us or that we may incur because we acted or did not act on any instruction received from you;
- ii any monitoring or unauthorised interception of Send-iMali;
- iii any access by you to your information on the system, any unauthorised access to this information, any breach of security, any destruction of your data or any destruction of or damage to your equipment;
- iv all losses (including indirect, incidental and consequential loss and damage) caused by or arising from your use of or inability to use Send-iMali and/or your breach of these T&Cs;
- v any infringement of any intellectual property rights by you;
- vi all losses, including losses because of unauthorised access to your confidential and/or personal information; losses incurred as a result of the malfunction, failure or unavailability of Send-iMali, the system or any hardware, software or equipment; and losses because of data destruction, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, or any other event beyond our control;
- vii all losses incurred as a result of your failure to comply with the security obligations contained in the T&Cs;
- viii losses incurred because Send-iMali is degraded or losses incurred during the maintenance of Send-iMali; and
- ix losses incurred by the Recipient.

11 CHANGES

- a We may amend the T&Cs. We will notify you in advance of such changes through the service channels or by SMS or email sent to the contact details you provide.

- b When you access Send-iMali after the T&Cs have been amended, you need to click on 'ACCEPT' after you have read, understood and agreed to the revised T&Cs.

- c If you do not agree to the amended T&Cs, you will be deemed to have terminated your registration to Send-iMali and may not access the system.

12 LAW AND JURISDICTION

South African law will govern the relationship between us and you and all aspects of these T&Cs.

13 CONTACT US

Contact Nedbank on 0860 555 111 for any questions, complaints or claims.