

## Digital Banking: General terms and conditions

Your use of the Services is governed by this Agreement.

This Agreement is in addition to the terms and conditions relating to your Nedbank account(s) or any other Nedbank service channels or products used by you.

If there is a dispute about the Service, this Agreement will apply. If there is a dispute about your Nedbank account, other service channels or products, the terms, and conditions applicable to those will apply.

Your attention is drawn to the clauses in the Agreement that could:

- limit our or a third party's risk or liability;
- create risk or liability for you;
- compel you to indemnify us or a third party; and
- mean that you acknowledge a fact.

This Agreement is not intended to restrict, limit, or avoid any rights or obligations you may have in terms of the Consumer Protection Act, 68 of 2008 (to the extent that this legislation is applicable).

### 1. Interpretation and definitions

In these terms and conditions:

- 1.1. clause headings are for convenience;
- 1.2. unless the context indicates a contrary intention:
  - 1.2.1. the singular includes the plural and vice versa;
  - 1.2.2. any gender includes the other genders;
  - 1.2.3. a natural person includes a juristic person and vice versa; and
  - 1.2.4. any number of days will be calculated by excluding the first and including the last day, or where the last day falls on a day that is not a business day, the next business day.
- 1.3. Unless the context requires otherwise, the following words and expressions have the meanings set out hereunder:

Access Credentials	The Nedbank ID created by you to access the Services.
Agreement	The agreement is made up of these Services terms and conditions and the terms and conditions specific to any other Service used by you.
Business Day	Any day that is not a Saturday, Sunday or public holiday in South Africa, and day will be interpreted as calendar day.
Party	You and/or us.
PIN	Personal identification number.
Services	Any of the various self-service banking services made available to you through our digital systems, which includes, but is not limited to, the Nedbank Money app, Online Banking, cellphone banking and self-service devices such as ATMs (Automated Teller Machine), Intelligent Depositors and self-service kiosks.
we/us/our	Nedbank Limited, registration number 1951/000009/06, with registered address Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, 2196, and postal address PO Box 1144, Johannesburg, 2000.
you/your	The applicant of the Services.

### 2. Services

- 2.1. You will have access to the Services once you accept the Agreement.
- 2.2. Some Services have their own terms and conditions. To access and use these specific Services, you must read and accept the terms and conditions for those specific Services.

### **3. Your obligations**

#### **3.1. You must:**

- 3.1.1. learn how to use the Services and, if necessary, ask us for help;
- 3.1.2. change immediately any temporary PIN and password that may be allocated by us to you;
- 3.1.3. read and follow the security procedures published by us;
- 3.1.4. ensure the safekeeping and confidentiality of your Access Credentials, and in particular ensure that your Access Credentials are not written down or kept where they can easily be discovered;
- 3.1.5. ensure that only you or persons authorised by you have access to and are allowed to use the Services;
- 3.1.6. inform us immediately if you become aware of or reasonably suspect any unauthorised access to, or compromise and/or use or loss, of your Access Credentials. You will need to go to Nedbank branch to obtain replacement Access Credentials;
- 3.1.7. not cede or assign any of your rights under this Agreement without our prior written consent; and
- 3.1.8. not operate or use the Services in any manner that may be prejudicial to us.

### **4. Your acknowledgement**

You acknowledge that:

- 4.1. we will accept that transactions performed using the Services with your Nedbank ID are performed or authorised by you unless you advise us to the contrary;**
- 4.2. we may debit the relevant Nedbank account with the amounts of all transactions carried out using the Services;**
- 4.3. any failure on your part to follow the recommended security procedures may result in a breach of the confidentiality of your Access Credentials and may lead to unauthorised transactions on your Nedbank account(s); and**
- 4.4. any software downloaded by you from the internet, and specifically our internet website, is third-party software, the licensing of which will be subject to such terms and conditions as the licensor of such software may impose.**

### **5. Transacting using the Services**

- 5.1. We are entitled to effect any transactions according to the information provided by you.
- 5.2. We will not verify the numbers of the destination accounts, parties' names or the amounts involved in any transaction, nor will we match the destination account numbers with the parties' names. If there is a discrepancy in any transaction between the number of the destination account and the name of the party concerned, the destination account number will prevail.
- 5.3. Payments may take up to three Business Days to be reflected in third-party accounts.
- 5.4. Once we have processed a transaction performed by you using the Services, you will not be able to stop or amend the transaction or instruct us to reverse a transaction that has already been made, except as provided otherwise by law.

### **6. Liability**

- 6.1. Except where damage or loss arises directly or indirectly from our wilful misconduct or gross negligence (or any person acting for or controlled by us), we will not be liable to you for any damage or loss that you may suffer because of:**
  - 6.1.1. **your use of the Services;**
  - 6.1.2. **any action taken in terms of clause 9 or 11;**
  - 6.1.3. **any person having gained unauthorised access to any information or data;**
  - 6.1.4. **transactions performed using the Services that fail;**
  - 6.1.5. **incorrect information having been given to us or to any person, including any credit bureau;**
  - 6.1.6. **delay or failure by us to process a transaction performed using the Services;**
  - 6.1.7. **malfunction, failure, or unavailability of the Services;**
  - 6.1.8. **your failure to comply with any of your obligations or any banking and security procedures and requirements;**
  - 6.1.9. **destruction of any data, power failures or corruption of storage media;**
  - 6.1.10. **natural phenomena, riots, acts of vandalism, sabotage, terrorism, or any other event beyond our control;**

- 6.1.11. interruption or distortion of communication links or reliance by any person on incorrect, illegible, inaudible, incomplete, or inaccurate information or data contained in any instructions received by us;
- 6.1.12. use, misuse, abuse, or possession of any third-party software, including, without limitation, any operating system software, browser software or any other software packages or programs;
- 6.1.13. breach of security;
- 6.1.14. the failure of third-party facilities or systems;
- 6.1.15. the inability of a third party to process a transaction;
- 6.1.16. fraudulent, false, or altered instructions given using the Services; and
- 6.1.17. your breach of this Agreement.
- 6.2. Any demand, claim or action arising against the bank in connection with the circumstances in this clause will be limited to direct damages. Special or consequential damages are hereby specifically excluded.

## **7. Copyright**

- 7.1. We retain our copyright in or licence to software and associated information and documents belonging to us and used in the provision of the Services and in respect of any logos, trademarks or Service marks used.
- 7.2. You may not duplicate, reproduce or in any way tamper with the software and associated documents.
- 7.3. In respect of third-party software, we are not a party to any licence agreement entered into by you and the licensor, and therefore provide no warranties relating to such software, including, without limitation, warranties relating to the suitability for a particular purpose, security features or performance. You acknowledge that the use of such software is at your own risk.
- 7.4. Furthermore, you understand that the use of such third-party software may be illegal in jurisdictions outside the Republic of South Africa and/or may infringe on certain third-party intellectual property rights in such jurisdictions. You understand that, should you use any third-party software outside the boundaries of the Republic of South Africa, it will always be incumbent on you to ascertain the legality of such use and to obtain all necessary licences and permissions from the relevant parties.

## **8. Legal notices**

- 8.1. For all purposes under this Agreement, the Parties choose the following addresses as their respective domicilia citandi et executandi:
  - us: Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton; and
  - you: the last known physical address supplied by you for any of your Nedbank accounts.
- 8.2. Any legal notice to be served on any Party may be served at the address specified for such Party in this clause.
- 8.3. Legal notices will be valid and effective only if given in writing and delivered by hand or prepaid registered post.
- 8.4. If delivered by hand, the notice will be deemed to have been received on the date of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 8.5. If delivered by prepaid registered post, the notice will be deemed to have been received within seven days of the posting date, unless the contrary is proved.
- 8.6. Notwithstanding anything to the contrary in this clause, a written notice or other communication received by any Party will be adequate written notice or communication to such Party even if the notice was not sent to or delivered at the Party's chosen address.
- 8.7. A Party may by written notice to the other Party change its address for the purpose of this clause to any other address (other than a post office box number), provided that the change will become effective on the seventh Business Day after receipt of the notice.
- 8.8. It is your responsibility to ensure that we are kept informed of any changes to your personal information, including address and contact details.

## **9. Freezing, suspension, modification, restriction, and termination**

- 9.1. You may terminate your use of these Services at any time without giving us notice.
- 9.2. We may freeze, suspend, modify or restrict your access to these Services or terminate your access to these Services immediately at any time without prior notice to you due to, including but not limited to, the following circumstances:
  - 9.2.1. Our being compelled to do so by law.

- 9.2.2. Our having reasonable suspicion that the Services are being used for illegal, unlawful, or fraudulent purposes.
- 9.2.3. Your conduct resulting in a breach of our regulatory obligations.
- 9.3. We will give you reasonable prior notice if we want to freeze, suspend, modify or restrict your access to the Services or terminate your access to the Services due to, including but not limited to, the following circumstances, as determined at our sole discretion:
  - 9.3.1. Our being compelled to do so by law.
  - 9.3.2. Reputational risks or operational or business reasons.
  - 9.3.3. You no longer having a Nedbank account.
  - 9.3.4. You no longer qualifying for a Nedbank account according to our product specifications.
  - 9.3.5. You no longer qualifying for the Services.
  - 9.3.6. Your breaching this Agreement.
  - 9.3.7. Your breaching any other agreement with us.
  - 9.3.8. Your breaching any of the other service channel and/or product terms and conditions.
  - 9.3.9. Your doing anything (or allowing anything to be done) that we think may damage or affect the operation or security of the Services.

## **10. Breach**

If you breach this Agreement or any other agreement with us, we will, in addition to our rights in clause 9, be entitled to recover any loss or damage suffered by us because of the breach.

## **11. Product withdrawal/discontinuation**

- 11.1. If it becomes uneconomical or commercially impractical for us to provide any of the Services or if we are unable to continue to provide any of the Services, for whatever reason, we may terminate any of the Services on reasonable notice to you.
- 11.2. We will give you information of comparable services.
- 11.3. If you do not select an alternative service, we will be entitled to move you to a service that we identify as suitable for your needs.

## **12. Privacy consent**

- 12.1. Subject to applicable laws, regulations, and our privacy policies, you give us permission to process your personal information as we see fit for both your and our legitimate interest. This includes your race, biometrics, and alleged criminal behaviour (if necessary)
- 12.2. You consent to us accessing your credit bureau data, obtaining your bank statements from your bank, sharing your information with third parties sharing information about your application with third parties, collecting your personal information from third parties, sharing information about your application with the Southern African Fraud Prevention Services and processing your personal information outside South Africa.
- 12.3. Processing includes doing affordability assessments, credit scorings and profile building that may help us offer you a product or service that will suit your needs. You may ask for a description of your personal information that we have on record and for the details of third parties who have, or having had, access to your personal information.
- 12.4. You may withdraw your consent by notifying us in writing. You may also ask that we correct or delete your information, object to us having had your information, and send a complaint to the Information Regulator.

## **13. General**

- 13.1. We may change the Agreement and we will give you notice of such changes.
- 13.2. When you access the Services after the Agreement has been changed, you will need to accept the revised Agreement.
- 13.3. If you do not agree to the changed Agreement, you may not access the Services.
- 13.4. Any latitude, indulgence or extension of time granted by us to you will not constitute a novation or waiver of our rights in terms hereof. The failure by any Party to enforce any provision of this Agreement will not in any way affect that Party's right to require performance of the provision at any time in the future.
- 13.5. Any change to this Agreement will not constitute a novation of the Agreement or of any of your previous obligations to us.
- 13.6. Should any competent court find any provision of this Agreement defective or unenforceable, the remaining provisions will continue to be of full force and effect.
- 13.7. This Agreement is governed in accordance with the laws of the Republic of South Africa.

#### 14. Contact us

For more information call the Nedbank Contact Centre on 0860 555 111 or visit any of our branches or our website at [www.nedbank.co.za](http://www.nedbank.co.za).

#### 15. Alternative dispute resolution

- 15.1. We have a complaint process that is available through the Nedbank Contact Centre, any Nedbank branch or at [www.nedbank.co.za](http://www.nedbank.co.za).
- 15.2. If you have a dispute or a complaint regarding your Services, you will need to send us a written statement setting out the dispute or the complaint. We undertake to investigate your dispute or complaint within a reasonable time, keep you informed during the investigation and provide you with a final written response.
- 15.3. Should you not be satisfied with the response referred to above, you have the right to contact the Ombud for Banking Services and/or the Financial Sector Conduct Authority and/or the National Consumer Tribunal, using the details below:

Ombud for Banking Services	Financial Sector Conduct Authority	National Consumer Tribunal
<p>OBS Call Centre: 0860-800-900</p> <p>Email: <a href="mailto:info@obssa.co.za">info@obssa.co.za</a></p> <p>Physical address: 110 Oxford Road Rosebank Johannesburg</p>	<p>Tel: 012 428 8000 012 428 8012 080 020 2087 080 011 0443</p> <p>Fax: 012 347 0221</p> <p>Email: <a href="mailto:info@fsca.co.za">info@fsca.co.za</a></p> <p>Physical address: Block B, Riverwalk Office Park, 41 Matroosberg Road, Ashlea Gardens, Pretoria, 0081</p> <p>Postal address: PO Box 35655, Menlo Park, 0102</p>	<p>Tel: 010 006 0484</p> <p>Fax: +27 (0)12 663 5693</p> <p>Email: <a href="mailto:registry@nct.org.za">registry@nct.org.za</a></p> <p>Physical address: Ground Floor, Block B, Lakefield Office Park, 272 West Avenue, corner West Avenue and Lenchen Avenue North, Centurion</p>