The following terms and conditions are applicable to self-service banking. Please read them carefully before signing and do not hesitate to ask your banker if there is something that needs clarification or explaining.

I, the undersigned, (the client) confirm that the information and instructions contained in the self-service banking application form are both true and correct to the best of my/our knowledge. In the event of incorrect information being supplied, Nedbank Limited Reg No 1951/000009/06 (the bank) shall have the right immediately to discontinue any/all of the self-service banking services without notification and the client specifically waives any right to hold the bank liable for damage suffered as a consequence of disservices being discontinued in this manner.

<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Description</th>
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<tbody>
<tr>
<td>1.1.1</td>
<td>For the purposes hereof a reference to service(s) shall include any and/or all of the various services forming part of the bank’s self-service banking which may be linked to a client’s profile and which are made available to the client vis-à-vis the bank's systems.</td>
</tr>
<tr>
<td>1.1.2</td>
<td>Once the bank has approved the application, the client will be provided with a profile number as well as the required signature number, password and/or PIN (confidential information) in order to use the services.</td>
</tr>
<tr>
<td>1.1.3</td>
<td>Clients shall only have access to the services that are linked to their profiles and only services selected in the application form (and approved) will be linked.</td>
</tr>
<tr>
<td>1.4.1</td>
<td>The bank may offer new services from time to time and reserve the right to modify, replace or discontinue any existing service without prior notice to the client.</td>
</tr>
<tr>
<td>1.4.2</td>
<td>Services may be removed from a profile at the request of a client in accordance with clause 11 and additional services may be linked to a client’s profile on further application.</td>
</tr>
<tr>
<td>2.1.2</td>
<td>Should the client wish to make use of any service where a PIN is required, one will be allocated to the client by the bank.</td>
</tr>
<tr>
<td>2.2.1</td>
<td>The client shall provide and maintain hardware and all consumable material required for the use of the services aforementioned unless such hardware and consumable material form part of the systems belonging to the bank.</td>
</tr>
<tr>
<td>2.2.2</td>
<td>The bank makes recommendations as to the suitability of any of the client’s software, hardware or consumable material for the use of the services.</td>
</tr>
<tr>
<td>3.1.1.1</td>
<td>The client acknowledges that its use of the services shall not vary any aspect of the bank-client relationship and the bank and the client will not be liable for loss or damage caused thereby, without limiting the generality thereof, agrees in particular that:</td>
</tr>
<tr>
<td>3.1.1.2</td>
<td>The utilisation of any service shall be subject to the completion and signature by a duly authorised signatory/signatories of the client of this application form and any other documentation or agreement required by the bank from time to time and the delivery thereof to a branch or self-service banking centre of the bank.</td>
</tr>
<tr>
<td>3.1.1.3</td>
<td>It shall be obliged to settle any payment obligations to the bank in accordance with the instructions issued to the bank through the service and that this shall not in any way entitle the client to withdraw any account, unless prior arrangements have been made with the bank and then only in terms of such arrangements.</td>
</tr>
<tr>
<td>3.1.3</td>
<td>The client shall advise the bank immediately of any change in the information provided to the bank in the application form and confirms that it will not make any claims against the bank in the event of any information being incorrect.</td>
</tr>
<tr>
<td>3.3.3.1.1</td>
<td>Any software downloaded by the client from the internet and specifically the bank’s internet site, is third-party software, the licensing of which shall be subject to such terms and conditions as the licensor of such software may impose.</td>
</tr>
<tr>
<td>3.3.3.1.2</td>
<td>Ensure the safekeeping and confidentiality of all confidential information, and shall particularly ensure that the confidential information is not written down and kept where it can easily be discovered.</td>
</tr>
<tr>
<td>3.3.3.1.3</td>
<td>Ensure that nobody other than the client in person is permitted to use services to which the client has subscribed. In the event that a power of attorney has been given, the client shall ensure that only authorised persons have access to and are allowed to use the services. In the event that the client is a business, it shall ensure that only authorised employees have access to and are allowed to use the services.</td>
</tr>
</tbody>
</table>

The THE BANK’S OBLIGATIONS:

- The bank shall:
  - furnish temporary PINs and passwords to the client upon approving the client’s utilisation of the services offered in terms hereof;
  - furnish replacement confidential information to the client only upon written notice that a PIN has been lost, forgotten or fallen into the wrong hands.

The client acknowledges that:

- the bank shall neither be required to inquire into the authority of any person who uses or has used the services, nor shall the bank be required to inquire into the truth or accuracy of any information provided by the client to it for purposes of the utilisation of the services and the bank shall be entitled to assume (unless it has been informed in writing to the contrary in writing in possession of the bank) that any information is properly authorised to conduct any and all transactions via the services.

- Once the bank has received and implemented an instruction given by the client in the utilisation of the services, the client shall not be entitled to countermand or amend such instruction but shall be obliged to follow such procedures as may be prescribed by the bank from time to time in respect of the various services.

PAYMENTS AND TRANSFERS:

- Once payment to a third party or a transfer transaction (a transfer between the client’s linked accounts) has been processed, a confirmation reflecting that the payment or transfer has been processed will be available to the client.
- Payments may take up to three business days to be reflected on third-party accounts.

- A client may set up a future date for payments or transfers. A payment or transfer notification will be available to the client reflecting the setup of the transaction. A payment or transfer confirmation will be available only if the payment or transfer transaction has been processed successfully.

FAILED TRANSACTIONS:

- If any transaction fails, including as a result of insufficient funds being available in the client’s account or of a third-party account having been closed, Nedbank shall not be held liable.

INDEMNITY:

- The client hereby waives its rights in respect of and indemnifies the bank against any demand, claim or action arising against the bank in connection with the circumstances referred to in subclause 7.1 above shall be limited to direct damages. Special or consequential damages are hereby specifically excluded.

- Without limiting the generality of subclause 7.1, the client specifically waives all its rights in relation to, and indemnifies the bank against, any delay or damage brought about by the bank in performing any action arising against the bank in connection with the circumstances referred to in subclause 7.1 above.

- The bank shall not be liable for any delays or damages caused by the client’s failure to take steps to prevent such delays or damages.

- The bank shall not be liable for any delays or damages caused by the client’s failure to take steps to prevent such delays or damages.

- The client shall not divulge any confidential information and/or permitting unauthorised persons from having access to and/or using the services.
7.3.9 failure to adhere to any terms and conditions applicable to the services and/or by the supplying of incorrect information or by the failure or unavailability of third-party facilities or systems or the inability of a third party to perform its obligations.

7.3.10 confidential information/documentation requested using the services coming to the knowledge of third parties; or

7.3.11 fraudulent, false or altered instructions given using the services.

8 COPYRIGHT

8.1 The bank shall at all times retain its copyright in or licence to software as well as associated information and documentation belonging to the bank used in the provision of the services as well as in respect of any logos, trademarks or service marks used.

8.2 The client shall not duplicate, reproduce or in any way tamper with the software and associated documents without the prior written consent of the bank.

8.3 In respect of third-party software, the bank is not a party to any licence agreement entered into by the client and the licensor and thus makes no warranties relating to such software, including, without limitation, warranties relating to the suitability for a particular purpose, security features or performance. The client acknowledges that the use of such software shall be at the client’s own risk and indemnifies the bank against and holds it harmless from any loss or damage which the client may suffer as a result of the use, abuse or possession of such software.

8.4 Furthermore, the client understands that the utilisation of such third-party software may be illegal in jurisdictions outside the Republic of South Africa, and/or may infringe upon certain third-party intellectual property rights in such jurisdictions. The client understands that, should it use any third-party software outside the boundaries of the Republic of South Africa, it shall at all times be incumbent upon the client to ascertain the legality of such use and to obtain all necessary licences and permissions from the relevant parties. The client accordingly indemnifies and holds the bank harmless from any and all liability which it may incur in this regard.

8.5 Any party may change its domicilium to any other physical address or fax number by written notice to the other party to that effect. Such change of address will be effective seven days after receipt of notice of the change of domicilium.

8.6 All notices to be given in terms of this agreement will:

8.6.1 be given in writing;

8.6.2 be delivered or sent by fax;

8.6.3 if delivered, be presumed to have been received on the date of delivery;

8.6.4 if sent by fax, be presumed to have been received on the first business day following the date of sending of the fax, unless the contrary is proved.

8.7 Notwithstanding the above, any notice actually received by the party to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

9 DOMICILUM AND NOTICES

9.1 The client chooses as its domicilium cidadã or executandã for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, the address given in the application form.

9.2 The bank’s contact details for the purposes hereof is:

Physical: 135 Rivonia Road, Sandown, Sandton, 2196.
Postal: PO Box 1144, Johannesburg, 2000.
Fax: +27 (0)11 295 2172
Attention: The Company Secretary

10 PREPAID SERVICES

The onus is on the client to ensure that all information used when purchasing prepaid services is accurate, as any prepaid services purchased online are non-reversible.

11 GENERAL

11.1 These terms and conditions govern the relationship between the client and the bank in respect of the services. Should there, however, be a conflict between the provisions hereof and the provisions of any agreement relating to a specific service utilised by the client, then the provisions of that agreement, insofar as they conflict with the provisions hereof only, will take precedence.

11.2 The bank shall be entitled to effect an electronic funds transfer in respect of the accounts of which the numbers are provided in a payment instruction. The client acknowledges that the bank shall not be obliged to verify the destination account numbers, parties’ names or the amount involved in any instruction, and in the event of a discrepancy in such a payment instruction between the destination account number and the name of the party concerned the destination account number shall prevail.

For and on behalf of THE CLIENT:

Signed at ________________________________ on ____________________________
(place) (day) (month) (year)

Signature ____________________________________________

Who warrants that he/she is duly authorised

For and on behalf of NEDBANK LIMITED:

Signed at ________________________________ on ____________________________
(place) (day) (month) (year)

Signature ____________________________________________

Nedbank Limited Reg No 1951/000009/06, VAT Reg No 4320116074, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa.

We subscribe to the Code of Banking Practice of The Banking Association South Africa and, for unresolved disputes, support resolution through the Ombudsman for Banking Services. We are an authorised financial services provider. We are a registered credit provider in terms of the National Credit Act (NCR Reg No NCRCP16).
Who warrants that he/she is duly authorised