

1 DEFINITIONS

In these terms and conditions:

- 1.1 **account** means any current or savings account held in the name of the client, together with any accounts in respect of which the client holds a valid mandate;
- 1.2 **bank, we, us and our** mean Nedbank Limited Reg No 1951/000009/06;
- 1.3 **client, you and your** mean the person registering for electronic alerts;
- 1.4 **commencement date** means the date on which the application for registration is submitted or signed, whichever occurs first; and
- 1.5 **eNote** means a messaging service in terms of which the client will be alerted via an SMS of any transaction as indicated by the client on a chosen account.

2 AGREEMENT AND ACCEPTANCE

- 2.1 This agreement becomes effective between you and us on your acceptance of these terms and conditions. By accepting these terms and conditions you acknowledge that you have read and understand them, and you agree to be bound by them.
- 2.2 We may amend the terms and conditions by giving you prior notice. The amended terms and conditions will be published on our website and will also be available at any of our branches. If you continue to use electronic alerts following such notice, the amended terms and conditions will apply to you.
- 2.3

3 THE SERVICE

- 3.1 The service consists of alerts being provided on registration, deregistration, main file changes (CIS) (consisting of cellphone number, address, mail address and residential address changes), Mzansi thresholds being reached in terms of FICA exemption 17, cash withdrawals, point-of-sale purchases, cellphone topups, payments, deposits, transfers, scheduled payments, returned transactions, chequebook issuing and reaching a low balance, if selected.
- 3.2 The alerts that you receive are dependent on your preferences and the thresholds for which you have selected to receive alerts. An SMS will be sent out at the time of the transaction concerned. However, there could be instances when an SMS can be delayed due to network and gateway problems. **As such delays are outside our control, we cannot be held responsible for the consequences thereof.** Batched transactions (debit orders and stop orders) that are processed overnight will be sent the next day.
- 3.3 The specific service that you have opted for will only commence once you have accepted these terms and conditions. In some instances there might be a delay with the activation of the service.
- 3.4 You acknowledge that we may temporarily suspend the service, without prior notice to you, due to circumstances beyond our control in the event of, for example, updates; additions/deletions; changes; maintenance or inspection of our systems, equipment or network; or in the event of failure or stoppages due to power outages or natural disasters.
- 3.5 If you wish to link or delink any account(s) to or from this service, you may do so by informing your branch or you may call the Nedbank Contact Centre on 0860 555 111 or contact your nearest Nedbank branch to make changes to any preferences on your service.
- 3.6 It is your responsibility to contact the Nedbank Contact Centre on 0860 555 111 or your branch if your contact details with regard to the service delivery mechanism have changed.
- 3.7 Should an SMS notification exceed 160 characters, the message will be broken into two or more parts and sent as more than one SMS.
- 3.8 We will not be liable for any SMS sent to a cellphone number that is no longer yours and has not been changed on your profile. It is your duty to update your personal information.

4 SERVICE FEE

- 4.1 You will be charged a service fee for the service, monthly in advance, as soon as your service has been activated. The costs can be viewed on www.nedbank.co.za or you can visit any Nedbank branch for pricing. Alternatively, you can call the Nedbank Contact Centre on 0860 555 111.
- 4.2 If the service forms part of any product package, you will not be charged for it separately, and the fee will either be included in the product package or the service will be included as a benefit of the product package.
- 4.3 Where you have selected a savings or current account for payment of the service fee, we will debit your account on the date of commencement of the service, and on the same date monthly thereafter (or, if this date falls on a Sunday or public holiday, on the next business day).
- 4.4 If you fail to pay your fees or if there are insufficient funds in the account selected for payment, you agree that we reserve the right either to suspend, or to deregister you from, the service.

5 LIABILITY

You understand and agree as follows:

- 5.1 You use the service at your own risk.
- 5.2 We do not warrant that:
 - 5.2.1 the service will meet your requirements;
 - 5.2.2 the services will be uninterrupted, timely or secure;
 - 5.2.3 the SMSs sent will be accurate or correct or that they will arrive at the supplied cellphone number or email address; and/or
 - 5.2.4 the alerts received will be reconcilable with the transactions on your account.
- 5.3 We will not be held liable for any indirect or consequential loss or damage, howsoever arising, except where such loss or damage arises from the gross negligence or wilful misconduct of the bank (or any person acting for or controlled by the bank).
- 5.4 We will also not be held liable for any loss or damage resulting from:
 - 5.4.1 the use of, or inability to use, the service;
 - 5.4.2 information obtained or messages received through the service;
 - 5.4.3 any other matter relating to the service;
 - 5.4.4 any delays in SMS delivery;
 - 5.4.5 the loss or destruction of SMS information;
 - 5.4.6 the modification, suspension or discontinuation of the service;
 - 5.4.7 any fraudulent transaction taking place when the service is unavailable for any reason;
 - 5.4.8 your instruction to line-forward your SMS alerts (ie when you direct your SMS alerts to a different cellphone number);
 - 5.4.9 failure to deliver SMS alerts where your cellphone:
 - 5.4.9.1 is switched off;
 - 5.4.9.2 is incorrectly configured;
 - 5.4.9.3 is not within an area covered by your service provider;
 - 5.4.9.4 has run out of airtime (applicable to prepaid subscribers); and/or
 - 5.4.9.5 does not have any space left in its email/message box or phone memory;
 - 5.4.10 your electronic alerts service profile being amended or mistakenly deregistered through the internet (when possible);
 - 5.4.11 your failure to comply with your obligations or responsibilities in terms of this agreement; and/or

- 5.4.12 any other cause beyond our control or the control of any other third party we use to provide the service, unless such loss or damage arises directly or indirectly from the gross negligence or wilful misconduct of the bank or any person acting for or controlled by the bank.
- 5.5 It is your responsibility to:
- 5.5.1 arrange with your service provider (Cell C, MTN, Virgin Mobile, Vodacom or any other service provider you may use) to enable you to receive SMS alerts when you are out of the country to be able to respond to fraudulent or unauthorised transactions that you have been alerted about;
- 5.5.2 alert us without delay of suspicious or unauthorised transactions on your account;
- 5.5.3 ensure that your cellphone is not used to gain unauthorised access to your SMS alerts;
- 5.5.4 notify us timeously if an employee resigns or retires or is dismissed or retrenched (where you have previously authorised the SMS alerts to be sent to such employee) and inform us of the details of any new employee to receive the SMS alerts; and/or
- 5.5.5 inform us timeously of any changes relating to the service.

6 AMENDMENTS/DEREGISTRATION IN RESPECT OF THE SERVICE OPTION

- 6.1 You may amend, update or deregister from this service by contacting the branch or the Nedbank Contact Centre on 0860 555 111.
- 6.2 Should you make amendments to or deregister from or register for the service by contacting the Nedbank Contact Centre, then the voice recording will be taken as a legal and binding contractual agreement.
- 6.3 If you provide any information that is untrue or inaccurate, or we have reasonable grounds to suspect that such information is untrue or inaccurate, we have the right to terminate the service immediately.
- 6.4 If you deregister from the service, the service will immediately be terminated (within 24 hours) and you will not receive any further SMS alerts or any refund in respect of service fees paid.

[version 28Nov2012 | SD 2]