

VALUE-ADDED SERVICES TERMS AND CONDITIONS

1 Acceptance

- 1.1 These terms and conditions apply when you use Nedbank's (our) value-added services that its third-party vendors provide and when you use or access its channels, including if you have registered on these channels.
- 1.2 Separate terms and conditions apply to specific products and services mentioned in clause 2.1.
- 1.3 You can find these terms and conditions on the websites of the respective product or service providers. If there are any differences between these terms and the specific terms and conditions of any product or service provider, the specific terms and conditions of that service or product provider will apply.

2 Online services

- 2.1 We offer value-added services that enable you to buy data, airtime, prepaid electricity and LOTTO tickets, among other things. Prepaid electricity is sold specifically in terms of clause 3 below.
- 2.2 You can access these services through our various channels. We operate and own all related value-added services software and any other applications.

3 Prepaid electricity and water

- 3.1 We are authorised to sell prepaid electricity and water on behalf of the municipality.
- 3.2 Prepaid electricity and water bought online is not refundable, so you must make sure that the information you use when buying a prepaid electricity or water token is accurate.
- 3.3 Municipalities may allocate your payment to settle municipal debt. The token you receive may not be for the full value of the electricity or water you bought. Please be aware that some municipalities may use the entire amount you have bought to settle any arrear amounts, which means you will not get an electricity or water token.
- 3.4 We will charge you a fee for buying electricity or water through our digital channels. Please see our latest fees, available on our website www.nedbank.co.za.

4 Prepaid airtime and data

- 4.1 We cannot reverse or refund a purchase if you have entered the wrong cellphone number or service provider.
- 4.2 Ensure that you have enough money available in your account. If you do not have enough money in your account, your purchase cannot be processed.
- 4.3 We will charge you a fee for prepaid purchases through our digital channels. Please see our latest fees, available on our website www.nedbank.co.za.

5 Your privacy and security

We take your privacy and the security of your personal information seriously. You can find out more about this in our Privacy Notice, available on our website www.nedbank.co.za.

6 Changes to these terms and conditions

We may, at our discretion and at any time, update these terms and conditions. It is your responsibility to check these terms and conditions and make sure that you accept the updated terms and conditions. If you do not accept them, you must immediately stop using the value-added services to which the updated terms and conditions apply.

7 Electronic communications

You will receive direct-marketing communication only if you have agreed to receiving it.

8 Use of third-party websites

- 8.1 When you buy value-added services, we may refer to other websites with information or content from other parties. In doing this we are not endorsing the terms and conditions of services that are referred to in that information or content, and we are not endorsing third-party websites or their content, products, services or owners. It is your responsibility to get all the relevant information to make a decision and to read the privacy and security policies on third-party websites.
- 8.2 We do not give any warranty about any other website, software or hardware, including their security or performance. You waive (give up) any claim you may have against us for any loss or damage you may suffer because you connected to any other website.

9 Availability and termination

- 9.1 We will make a reasonable effort to ensure that the value-added services are available, except during scheduled maintenance periods of the channels through which we provide the service.
- 9.2 We are entitled to discontinue providing the services or any part of it with or without notice to you.

10 Governing law and jurisdiction

- 10.1 These terms and conditions, our relationship, and any dispute arising from or in connection with these terms and conditions will be governed and interpreted according to the laws of South Africa. Your continued use of our channels will count as your consent and submission to the jurisdiction of South African courts regarding all proceedings, transactions, applications or the like that either we or you institute against the other arising from these terms and conditions.
- 10.2 If there is a dispute between you and us, you consent to the non-exclusive jurisdiction of the High Court of South Africa (South Gauteng Division, Johannesburg), even if the amount in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
- 10.3 Nothing in clause 10 or these terms and conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the Consumer Protection Act, 68 of 2008.
- 10.4 We ensure that clients are treated fairly in all aspects of our dealings.

11 Notices

- 11.1 Our address for the service of all formal notices and legal processes in connection with the terms and conditions is First Floor, Block D, Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, South Africa. These must be marked for the attention of the Chief Legal Counsel.
- 11.2 We may change this address from time to time by updating these terms and conditions.
- 11.3 You select the delivery address specified in your order as your legal address, but you may change it to any other physical address by giving us at least seven days' notice in writing.
- 11.4 Notices must be sent either by hand, prepaid registered post, fax or email and must be in English. All notices sent:
 - 11.4.1 by hand will be accepted as received on the date of delivery;
 - 11.4.2 by prepaid registered post will be accepted as received 10 days after the date of posting;
 - 11.4.3 by fax before 16:30 on a business day will be accepted as received on the date of successful transmission of the fax, and all faxes sent after 16:30 or on a day that is not a business day will be accepted as received on the following business day; and
 - 11.4.4 by email will be accepted as received on the date indicated in the 'read receipt' notification, so all emails between you and us must use the 'read receipt' function to serve as proof that an email has been received.

12 Disputes and questions

- 12.1 If you make a purchase using the services and have a dispute about the fulfilment of the voucher, that dispute is between you and the third-party vendor.
- 12.2 For questions about the financial transaction, call the Nedbank Contact Centre on 0800 555 111. For product-related queries, contact the third-party vendor directly.
- 12.3 For questions about prepaid electricity purchases, contact your municipality.
- 12.4 For any complaints about your dealings with us, contact our centralised complaint specialists on 0860 444 000 or email ClientFeedback@nedbank.co.za.

13 General

- 13.1 We may, at our sole discretion, at any time, for any reason and without notice to you, suspend or terminate the operation of the website or your right to use the website or any of its contents, subject to our processing any order you have already made.
- 13.2 You may not cede, assign or otherwise transfer your rights and obligations in terms of these terms and conditions to any third party.
- 13.3 If you or we fail to enforce any right under these terms and conditions, neither you nor we lose that right.
- 13.4 If any provision in these terms and conditions is declared invalid, the remaining provisions will remain in full force and effect.
- 13.5 No indulgence, extension of time, relaxation or latitude that any party (grantor) may show, grant or allow to the other (grantee) will constitute a waiver by the grantor of any of the grantor's rights, and the grantor will not be prejudiced or estopped from using any of its rights against the grantee that might have arisen in the past or that may arise in the future.
- 13.6 These terms and conditions are the whole agreement between you and us, and no other warranty or undertaking is valid unless contained in this document.