

#### Getting started

When you read these general terms and conditions (General T&Cs), you should keep the following in mind:

#### 1 Legal

1.3

- 1.1 These General T&Cs and the Services T&Cs apply to all Services that we provide to you. If there is a conflict between the General T&Cs and Services T&Cs, the Services T&Cs will take priority.
- Please pay special attention to the terms and conditions in **bold** text in these General T&Cs and in the Services T&Cs as they may:
   limit our or a third party's risk or liability;
  - infit out of a third party sinsk of i
    create risk or liability for you;
  - compel you to indemnify us or a third party; and/or
  - mean that you acknowledge a fact.
  - Nothing in these General T&Cs is intended or must be understood unlawfully to restrict, limit or avoid any rights or obligations you have in terms of the Consumer Protection Act, 68 of 2008, to the extent that this legislation is applicable.
- 1.4 No provision must be interpreted against us just because we drafted it.
- 1.5 `Applicable law' includes any national or international statutes, subordinate legislation and common law, regulations, directives, codes of practice, circulars, guidance notices, position papers, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.6 The latest legislation and all regulations issued under that legislation will always apply.

#### 2 Definitions

- 2.1 Defined terms will mean the same in these General T&Cs and in the Services T&Cs.
- 2.2 Capitalised terms are defined in the glossary at the end of this document or in the Services T&Cs.
- 2.3 Defined terms will be given effect to as if they are terms of the Agreement.
- 2.4 Clause headings are for convenience only.
- 2.5 When we say 'you', it includes any person you have authorised to act on your behalf.
- 2.6 Any gender includes the other genders and any reference to a person includes a natural and juristic person.
- 2.7 The singular also includes the plural and the other way around.
- 2.8 If we use the word 'including' followed by specific examples, we are listing only a few examples to help you understand. There might be more examples.
- 2.9 A business day means any day from Monday to Friday, excluding Saturdays, Sundays or any public holidays in South Africa.
- 2.10 We will always refer to calendar days and you can calculate the exact number of days by excluding the first and including the last day or, if the last day falls on a Saturday, Sunday or public holiday, the next business day.

#### 3 Why we need these General T&Cs

- 3.1 You have established a business relationship with us or would like to do so. This relationship will be established only once you have complied with all applicable laws and met our requirements.
- 3.2 We will activate any Services you have applied for once the above requirements and the Services T&Cs have been met.

#### 4 About our Services

- 4.1 We may, at our sole discretion, decide whether we will provide you with any Services.
- 4.2 You can apply for and use Services through our digital portals (one being the Nedbank Business Hub available at <u>www.nedbankbusinesshub.co.za</u>).
- 4.3 We may subcontract any Service or portion of the Service.

#### 5 Your obligations

- 5.1 You must adhere to all applicable laws when using the Services.
- 5.2 You must not conclude any sanctioned transactions and must make sure that your accounts with us are not used for sanctioned transactions.
- 5.3 You must have the necessary capacity, power and authority to enter into the business relationship with us.
- 5.4 You must keep your registration with any applicable registering body in good standing.
- 5.5 All information and documents you give us must comply with applicable law, be true and correct in all material aspects and be accurate and up to date.

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- 5.6 You must make sure that only authorised people access and use the Services and related functions.
- 5.7 If the confidentiality or security of any Authentication Mechanisms is breached or if any of the Authentication Mechanisms are lost, stolen or misused, you must call the Nedbank Contact Centre on 0860 555 111 or the number on your statements, or visit a Nedbank branch.
- 5.8 You must give us all information and data that we may request to enable us to provide the Service, and you must update this information and data promptly as and when it changes.
- 5.9 You must let us know in writing if:
- 5.9.1 you materially change your nature or the nature of your business and/or ownership;
- 5.9.2 you are involved in any Insolvency Event;
- 5.9.3 any of your constitutional documents change;
- 5.9.4 you receive any notice from the Companies and Intellectual Property Commission about reckless trading or trading under insolvent circumstances; or
- 5.9.5 there is a change in your financial position that would prejudice us if we continue to render any of the Services to you.
- 5.10 You warrant that you have fully and truthfully answered all questions and responded to requests for information by us relating to the Services.
- 5.11 You confirm that you understand and appreciate the risks and costs inherent in the Services, as well as your rights and obligations under the Services.

#### 6 Fees

- 6.1 We will charge Fees in line with the prevailing Product Specifications, Pricing Schedule or as agreed with you. The Pricing Schedule, with information about Fees, is available at any branch or at nedbank.co.za.
- 6.2 You confirm that you have read the Pricing Schedule and understand the Fees and that you must pay all Fees when they are due to us.
- 6.3 Interest on all overdue Fees will accrue at the rate that applies to the Agreement, subject to the maximum rate prescribed by the National Credit Act, 34 of 2005.
- 6.4 Despite 6.1, we may change the Fees and the items that attract Fees from time to time. We will give you reasonable notice of any changes to the Fees.
- 6.5 Unless otherwise stated and where value-added tax (VAT) is applicable, it will be included in the Fees, and indicated on your Account statement, which will be regarded as the VAT invoice.
- 6.6 You are liable for applicable government levies and taxes for the Services.
- 6.7 You authorise us to debit any Fees due, as follows:
- 6.7.1 If you have nominated an account, we will debit Fees to that account.
- 6.7.2 If you have not nominated an account or if there is not enough money in your nominated account, we will debit the Fees to any other account you may have with us.

#### 7 Digital Interaction

- 7.1 You accept all risks of Digital Interaction with us. These risks include the following:
- 7.1.1 It may not be the safest way to give us instructions, as Digital Interaction may be tampered with before, during or after transmission and can be manipulated fraudulently.
- 7.1.2 Receipt or execution of Digital Interaction may be delayed because Systems and Devices failed, malfunctioned or were unavailable.
- 7.1.3 Digital Interaction may be illegible or inaudible, which may lead to instructions not being executed as intended.
- 7.1.4 We cannot verify email addresses, fax numbers and signatures.
- 7.1.5 We cannot establish the identity or designation of the sender of the Digital Interaction.
- 7.1.6 We may not be able to confirm receipt of Digital Interaction instructions.
- 7.2 You must make sure that your Systems and Devices can communicate with ours. You must meet our specifications for the installation and configuration of your Systems and Devices.
- 7.3 You must do everything necessary to access and use our Services. This includes maintaining software licences, paying licence fees and getting the necessary telecommunications lines, hardware, software and consumable materials (and any updates or upgrades).
- 7.4 You must adhere to our operating, maintenance and security requirements and procedures (including encryption standards) and make sure that there are no destructive programs, for example viruses, worms and spyware, on your Systems and Devices.
- 7.5 You must make sure of the integrity, safekeeping and confidentiality of all communication lines, data, confidential information, Systems and Devices and Authentication Mechanisms.

#### 8 Freezing, suspension, modification, restriction and termination



- 8.1 You may terminate this Agreement at any time without giving us notice.
- 8.2 We may freeze, suspend, modify or restrict your Service or terminate this Agreement immediately at any time without prior
- notice to you due to, including but not limited to, the following circumstances:
- 8.2.1 We are compelled to do so by law.
- 8.2.2 We have reasonable suspicion that the Service is being used for illegal, unlawful or fraudulent purposes.
- 8.2.3 Your conduct resulting in a breach of our regulatory obligations.
- 8.3 We may freeze, suspend, modify or restrict your Service or terminate this Agreement notice at our discretion on reasonable notice to you due to, including but not limited to, the following circumstances:
- 8.3.1 We are compelled to do so by law.
- 8.3.2 There are reputational risks.
- 8.3.3 For operational/business reasons.
- 8.3.4 You no longer qualify for the Service according to our Product Specifications.
- 8.3.5 You breach of the Agreement.
- 8.3.6 You breach any other agreement with us.
- 8.4 If your Service is frozen, suspended, modified or terminated, you will need to make alternative arrangements for any impacted monthly debit and stop orders.
- 8.5 When the Service is terminated, you may no longer use any Card that we have issued to you for the Service. You must immediately return the Card to us at the address set out in the Legal Notices and General Correspondence clause or destroy the Card to prevent further use.

#### 9 Service withdrawal/discontinuation

- 9.1 If it becomes uneconomical or commercially impractical for us to provide the Service offered in terms of this Agreement, or if we are unable to continue providing the Services, we may cancel that Service after giving you reasonable notice and information about comparable products.
- 9.2 If you do not select an alternative Service, we will, after giving you reasonable notice, move you to a Service that we identify as suitable for your needs.

#### 10 Intellectual property rights

- 10.1 We retain all intellectual property rights to the Services, our Systems and Devices and documents used to provide the Services.
- 10.2 You may not duplicate, reproduce, decompile, reverse-engineer or create derivative works from, or in any way tamper with any of our intellectual property or any Systems and Devices, certificates or documents.
- 10.3 You may not infringe, misappropriate, impair or contest the validity of any of our or any third party's intellectual property or other proprietary rights when accessing and using the Services and performing your obligations under these General T&Cs or any agreement with us.
- 10.4 You may not use our corporate name or our intellectual property and nothing in the Agreement grants or implies the granting of any right to use our corporate name or our intellectual property.

#### 11 Tax compliance

You may deduct or withhold any tax, levy, impost, duty, penalty or interest from amounts due to us, only when required to do so by applicable law.

#### 12 Our obligations regarding sanctions, anti-money-laundering and counterterrorist financing

- 12.1 We must comply with local and international laws, regulations, policies and requirements relating to anti-money-laundering, counterterrorist financing and sanctions.
- 12.2 We may therefore continuously screen, verify, process and monitor all your and any related information, instructions and transactions that you give or make or that is given or made on your behalf.

# 12.3 This may result in your transactions or the use of any of your accounts being prohibited, delayed, withheld, limited, declined, conditionally approved, your money being confiscated and/or our relationship with you being terminated.

#### 13 Confidentiality and privacy consent

- 13.1 If you find out confidential information about us, you may not disclose the information, exploit or derive profit from this information without our written consent.
- 13.2 You give us consent to process your personal information in relation to your applications for financial products and/or Services with

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us, subject to our privacy policies and within the parameters of applicable laws. The processing will include, without limitation, conducting affordability assessments, credit scorings and any other profile building, that can help us appropriately allocate a product or Service offering that is suited to your needs. The consent will also extend to us processing your personal information as we may deem fit for your and/or our legitimate interest.

- 13.3 You also give us the right to:
- 13.3.1 collect your personal information from third parties when reasonably necessary and/or if it is impractical to collect the data directly from you;
- 13.3.2 share your personal information with third parties if necessary, to provide financial products or Services to you;
- 13.3.3 process your personal information for purposes of complying with any legislative or regulatory requirements;
- 13.3.4 transfer and process your personal information outside the Republic of South Africa, where necessary, on condition that such transfer and/or processing is subject to applicable laws binding corporate rules or binding agreement; and
- 13.3.5 process your special personal information (such as race, ethnic origin, biometric information or alleged criminal behaviour), only where necessary and subject to our privacy policies and applicable laws.
- 13.4 You have the right to:
- 13.4.1 request confirmation from us, free of charge, whether or not we hold your personal information;
- 13.4.2 request the record or a description of your personal information held by us;
- 13.4.3 request information about all third parties who have, or have had, access to your personal information;
- 13.4.4 correct or delete your personal information;
- 13.4.5 withdraw your consent at any time by giving us notice;
- 13.4.6 object to your personal information being held by us; and
- 13.4.7 lay a complaint at the Information Regulator regarding your personal information in terms of the Promotion of Access to Information Act, 2 of 2000.

#### 14 Events beyond control

- 14.1 Events beyond the Parties' control include acts of God, strikes, lockouts, riots, acts of war, civil disorder, rebellions and revolutions in any country, pandemics, acts of terrorism, vandalism or sabotage, governmental regulations imposed after the fact, communication line failures, power and telecommunications failures, earthquakes, fire, floods or other natural disasters (event(s) beyond control).
- 14.2 If either Party or their agents are affected by an event beyond control where it becomes impossible to perform, the affected Party will inform the other Party as soon as reasonably possible.

#### 15 No warranty, liability and indemnity

- 15.1 We will be bound only by warranties expressly given in the Agreement about our Service and will not be bound by any other warranty, whether express, implied or tacit.
- 15.2 Except if we were grossly negligent or guilty of wilful misconduct, we will not be liable for, and you specifically indemnify us against and hold us harmless from, all demands, claims, actions, losses and damage that may be brought against us or that we or you may suffer or incur arising from:
- 15.2.1 the freezing, suspension, modification, restriction and termination or withdrawal of Services;
- 15.2.2 any prohibition, limitation, delay, decline or termination due to the implementation of the clause dealing with sanctions;
- 15.2.3 events beyond our reasonable control;
- 15.2.4 the loss, theft, use or misuse of any Authentication Mechanisms;
- 15.2.5 incorrect information you or anyone else (including credit bureaus) gave us;
- 15.2.6 incorrect transactions;
- 15.2.7 the use of any of the Services;
- 15.2.8 any infringement of intellectual property rights;
- 15.2.9 any theft, fraud or other unlawful activity or any negligent, wilful or fraudulent misconduct by you;
- 15.2.10 your using Digital Interaction to communicate with us and any of the associated risks explained above;
- 15.2.11 any costs we incurred to enforce our rights or defend any legal action brought against us because you have access to the Services;
- 15.2.12 any instruction you gave us, including any incorrect, illegible, incomplete or inaccurate information or data;
- 15.2.13 any unintentional delays in accessing or using the Services;
- 15.2.14 a delay, failure or malfunction of any ATM, self-service kiosk or other device (digital or manual) you use to access or use the Services;
- 15.2.15 any use, misuse, abuse or possession of any software used to access the Services;
- 15.2.16 any unauthorised or unlawful access to any of your accounts or data or any loss, destruction or theft of or damage to any of your



#### or our data or equipment;

- 15.2.17 any fluctuation in exchange rates, interest rates or values applicable to any transactions conducted using the Services;
- 15.2.18 your failure to comply with any of your obligations or any banking and security procedures and requirements we have specified;
- 15.2.19 any malfunction, distortion, interruption, failure, glitch, bug or defect experienced with or the unavailability of any hardware, software, system, equipment, network or communication links used for the Services;
- 15.2.20 any security breaches that you or a third party caused;
- 15.2.21 the inability of a third party to process a transaction or deliver a service;
- 15.2.22 the destruction of or damage to our or your facilities because of power failures or similar occurrences;
- 15.2.23 any false, fraudulent or altered instruction, mandate, consent, commitment or the like that you allegedly gave;
- 15.2.24 any lack of or defect in your authority to represent or act on behalf of any third party; or
- 15.2.25 your acting outside of your mandate.
- 15.3 We do not guarantee that the Service will meet your requirements or be reliable, always on time, secure, uninterrupted or errorfree and disclaim all express or implied warranties and conditions regarding the Service's fitness for a particular purpose.
- 15.4 We will be liable for direct damages only, and only if we are guilty of gross negligence or wilful misconduct, and the damages will be limited to the actual financial loss and will not extend to any consequential or other damages.

#### 16 Combination of accounts and right to setoff

- 16.1 A simple explanation of setoff according to common law is when we deduct anything we owe you from anything you owe us.
- 16.2 You must pay us any net amount that you owe us immediately after setoff.
- 16.3 We may also, without giving you notice, combine your accounts and deduct anything you owe us from any amount available in your accounts. And even if we combine only some of your accounts, we can still claim from you any amount from any of the accounts that are not part of the combined accounts.
- 16.4 You may not withhold, defer or set off any payment due to us.

#### 17 Allocation of payments

Where applicable, each payment you make for Services will be allocated firstly to any due or unpaid interest charges, secondly to any due or unpaid fees or charges, and lastly to reduce the outstanding capital amount.

#### 18 Changes

- 18.1 We may change the Agreement, and we will let you know about the changes as soon as possible.
- 18.2 Any amendment to the terms and conditions of the Agreement will not constitute a novation of the Agreement or of any of your obligations.

#### 19 Certificate

- 19.1 The nature and amount of your obligation and the applicable interest rate will be determined and proved by a certificate or any other written evidence (certificate) that appears to have been signed by a Nedbank manager, whose capacity or authority does not have to be proved.
- 19.2 When the certificate is produced, it will be binding and prima facie proof of the content thereof and of the fact that the amount is due and payable, unless the contrary is proved.
- 19.3 The certificate will be valid as a liquid document (or proof of a liquidated amount) in any competent court or for any other purpose.

#### 20 Credit bureau information

- 20.1 We give consumer credit information to credit bureaus, and in this regard:
- 20.1.1 you agree that we may give the credit bureaus information about the application, opening and termination of any of your accounts;
- 20.1.2 you acknowledge that we must give the credit bureaus information about non-compliance with the Agreement;
- 20.1.3 the credit bureaus provide a credit profile and possibly credit scores on your creditworthiness, depending on your credit record; and
- 20.1.4 you have the right to access your credit record and to have inaccurate information corrected.
- 20.2 You can contact the credit bureaus using the contact details below:

TransUnion Experian (Pty) Ltd



Tel: 0861 886 466/+27 (0)11 214 6000 Email: <u>disputeinfo@transunion.co.za</u>. Physical address:Wanderers Office Park, 52 Corlett Drive, Illovo, Johannesburg, 2000 Postal address: PO Box 4522, Johannesburg, 2000 Tel: 0861110 5665 Email: <u>info@experian.co.za</u> Physical address:Experian House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, 2021 Postal address: PO Box 98183, Sloane Park, 2152

#### 21 Complaints process and alternative dispute resolution

If you have a dispute or complaint regarding the service, you can call our Client Complaints Helpline on 0860 444 000 or email us at clientfeedback@nedbank.co.za. You will need to give us a written statement setting out the dispute or complaint. We will investigate your dispute or complaint within a reasonable time, keep you informed during the investigation, and give you a final written response.
 If your dispute or complaint remains unresolved or you are dissatisfied with the outcome, please email us at

### complaintappeals@nedbank.co.za.

21.3 You also have the right to contact the Financial Sector Conduct Authority and, if applicable, National Financial Ombudsman and/or the National Consumer Tribunal at any time using the details below:

National Financial Ombudsman	Financial Sector Conduct Authority	National Consumer Tribunal
	Tel: +27 12 428 8000	
Tel: 0860 800 900	+27 12 428 8012	
	080 020 2087	
WhatsApp: +27 66 473 0157	080 011 0443	
Email: info@nfosa.co.za	Fax: +27 12 347 0221	Tel: +27 10 006 0484
Physical address:		Fax: +27 12 663 5693
Gauteng	Email: info@fsca.co.za	Email: registry@ <u>nct.org.za</u>
Ground Floor		Physical address:
110 Oxford Road	Physical address:	Ground Floor
Houghton Estate		Block B
Rosebank	Block B	Lakefield Office Park
Johannesburg	Riverwalk Office Park	272 West Avenue
2198	41 Matroosberg Road	Cnr West Avenue and Lenchen Avenue
Western Cape	Ashlea Gardens	Centurion
6th floor	Pretoria	
Claremont Central Building	0081	
6 Vineyard Road		
Claremont	Postal address:	
Cape Town 7700	PO Box 35655	
	Menlo Park 0102	

#### 22 Legal notices and general correspondence

#### 22.1 General corresponden

For general correspondence you and an authorised Nedbank representative will expressly or implicitly communicate addresses. This communication does not have to be in writing, but if it is, it does not have to be signed.

#### 22.2 Legal notices

- 22.2.1 The Parties choose the following addresses as their *domicilia citandi et executandi* to receive written legal notices, for example letters of demand as well as court and alternative dispute resolution documents:
- 22.2.1.1 Us: Group Legal, Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton; or <u>courtprocesses@nedbank.co.za</u>.
- 22.2.1.2 You: the physical address or email address you gave us in connection with a Service, or in the absence thereof your last known physical address or email address in our records. Addresses given to us in connection with one Service will not apply to other Services.
- 22.2.2 Each Party accepts that if they send a legal notice to the other Party, unless the contrary is proved, the Parties will consider it received:



- 22.2.2.1 on the date of delivery if the legal notice was delivered by hand during ordinary business hours; and
- 22.2.2.2 within seven days of the posting date if the legal notice was delivered by registered post.
- 22.2.3 In the case of email service, if the recipient of the legal notice does not acknowledge service within three days, the other Party must serve the legal notice by hand at the physical address.
- 22.2.4 If the date of delivery falls on a weekend or public holiday, the legal notice will be considered received on the next business day.
- 22.2.5 A Party can change its address in 22.2.1 to another physical address (not a post box number) or email address by giving the other Party written notice. The change will be effective seven days after the receipt of the notice as contemplated in 22.2.2.
- 22.2.6 A written notice that any Party actually receives will be adequate notice to that Party. This will be so even if the notifying Party did not send the notice to or did not deliver it at the other Party's chosen address as set out above.

#### 23 General

- 23.1 You cannot cede, assign or transfer your rights and/or delegate obligations in terms of the Agreement to anyone without our prior written consent. We may cede our rights or delegate our obligations in terms of the Agreement to anyone.
- 23.2 You consent to any splitting of claims that arises as a result of this cession and/or delegation.
- 23.3 Even if the Agreement terminates, the Parties must meet obligations that arise before or after the termination.
- 23.4 If we do not exercise any of our rights or parts thereof, or if we do not exercise them immediately, it does not mean that we have waived those rights.
- 23.5 The laws of the Republic of South Africa apply to the Agreement.
- 23.6 The Agreement is the whole agreement between the Parties.
- 23.7 You renounce and agree not to rely on any immunity you may have in respect of your obligations under the Agreement, even if immunity is granted through a legal process or court in any jurisdiction.
- 23.8 If you are subject to laws other than South African laws, the expressions used in the Agreement that refer to South African legal process will also include comparable proceedings under the other laws.
- 23.9 We may approach any court with jurisdiction for any claim, no matter the amount of the claim, and you consent to the jurisdiction of that court.
- 23.10 You must pay all legal fees costs, charges and disbursements (on the attorney-and-own client scale), we incur to enforce any of the provisions of the Agreement as soon as we ask you to.
- 23.11 If any court finds any provision of the Agreement to be defective or unenforceable, the remaining provisions of the Agreement will still apply.
- 23.12 We may monitor the use of the Services for assessing compliance with and adherence to the product specifications, as defined in the Services T&Cs.
- 23.13 If necessary, we will retract or change any system-generated digital confirmations we issued for an incorrect transaction.
- 23.14 We may reverse any amount incorrectly credited to your account.
- 23.15 We may not be able to reverse instructions by a person you have authorised.

#### Glossary

Term	Meaning
Agreement	Agreement as defined in the applicable Services T&Cs of any of the Services you have taken or are taking up with us.
Authentication Mechanisms	Any mechanism used to identify you before you access our digital platforms. It can be a personal identification number (PIN), password, profile number, user number, certificate and/or device.
Authorised Person	The person you have authorised to act as your representative to, among other things, establish a business relationship with us.
Client or you	The person that takes up any Services and whose details appear on an application.
Digital Interaction	Access to Services and communication through any means using Systems and Devices.



	This includes any or all of the following events:
Insolvency Event	• You have been or steps are taken to have you, wound up, liquidated, deregistered or placed under business rescue, be it provisionally or finally, voluntarily or compulsorily or you have passed a resolution to do so.
	• You become insolvent or commit any act that is or would be an act of insolvency as contemplated in the Insolvency Act, 24 of 1936.
Fees	Charges, costs and service, transaction and administration fees and any other amount you must pay us for using or maintaining the Services.
General T&Cs	These Nedbank general terms and conditions, that may change from time to time.
Mandated Persons	Any person to whom the Authorised Person has delegated their powers and authority to take up and/or perform any act in respect of any Service.
Nedbank, we, us, our	Nedbank Limited Registration number 1951/000009/06 or Nedbank Group Limited Registration number 1966/010630/06, and any of their direct or indirect South African subsidiaries, depending on the context.
Party	<ul> <li>Nedbank (we); and</li> <li>Client (you)</li> </ul>
Pricing Schedule	Latest leaflet or any other source of information stipulating the items that attract Fees, the Fees that we charge for these items and the effective date of the Fees.
Product Specifications	The latest specific features of the Services.
Service(s)	Products and services we provide from time to time, as defined in the relevant Services T&Cs.
Services T&Cs	The terms and conditions of the relevant Services.
Systems and Devices	Digital information systems, digital platforms, equipment, software, mobile devices, telephones and any other hardware devices.

