



# SERVICE TERMS AND CONDITIONS

## NOTIFICATIONS

### 1. GETTING STARTED

- 1.1 We will provide the Service to you on the terms and conditions set out in the Agreement, which includes these Service terms and conditions (Service T&Cs) and the General T&Cs.
- 1.2 Capitalised terms are defined in the glossary at the end of the document.

### 2. THE SERVICE

- 2.1 In terms of the Service we will send you Notifications through your selected Medium for your selected accounts.
- 2.2 If you have NBB you must give an Administrator, the mandate to select and maintain the Service on NBB. If you do not have NBB, we will help you with the selection and maintenance of the Service.
- 2.3 The Service is for operational purposes only. It should not be used for final reconciliation of transactions and/or details and we will not be liable if you do so.
- 2.4 We can determine only whether a Notification has been sent and not whether you have received a Notification.
- 2.5 If you use NBB to access the Service, the NBB manual will apply.
- 2.6 If you do not use NBB to access the Service, the appropriate Host-to-Host Manual will apply.
- 2.7 We will debit the Fees to your nominated charge account. If there are insufficient funds in that account, we will debit any of your other accounts held with us.
- 2.8 You agree that to provide you with the Service we need to process confidential data digitally through the Medium using our or a third party's Systems and Devices.

### 3. TERMINATION

Either Party may terminate this Agreement at any time by giving reasonable prior written notice to the other Party.

### 4. CHANGES

- 4.1 We will be entitled, at our sole discretion, to replace, change or discontinue any functionality of the Service.
- 4.2 We may change these Service T&Cs on reasonable notice.

### 5. LEGAL NOTICES

- 5.1 The Parties choose the following addresses as their respective *domicilia citandi et executandi* – the address where they will receive all legal notices and documents:
  - 5.1.1 Us: Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton.
  - 5.1.2 You: the last known physical address supplied by you.
- 5.2 Any legal notice must be in writing and must be delivered by hand or sent by prepaid registered post.
- 5.3 Timing for deliveries:

Delivery method	When it is assumed to be received
Hand delivery	The date of delivery, provided it was delivered to a responsible person during ordinary business hours.
Prepaid registered post	Within seven days of the posting date, unless the contrary is proved.



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- 5.4 If a responsible person of any Party actually receives a written notice from the other Party during ordinary business hours, it will be considered as proper delivery, even if the notice was not sent to or delivered at the Party's chosen address as set out above. Any Party can change its delivery address by giving the other party written notice (as long as it is not a post office box number), provided that the change will become effective on the seventh business day after the receipt of the notice.
- 5.5 It is your responsibility to ensure that we are kept informed of any changes to your personal information, including your address and contact details.

### GLOSSARY

Term	Explanation
Administrator	A functionary appointed by you who can perform the Service functions.
Agreement	The agreement is made up of the following: <ul style="list-style-type: none"><li>• General T&amp;Cs.</li><li>• The application for Services.</li><li>• These Service T&amp;Cs.</li><li>• The Manual.</li><li>• The product specifications (where applicable).</li><li>• Pricing Schedule (where applicable).</li></ul>
Fees	Charges, costs and service, transaction and administration fees and any other amount you must pay us for use of or maintenance of the Service.
General T&Cs	The Nedbank general terms and conditions, as amended from time to time.
Host-to-Host Manual	The technical user manual for a host-to-host platform.
Manual	The NBB operations manual that contain(s) the standards, rules and procedures governing this Service, and/or the Host-to-Host Manual.
Medium	Email or SMS.
NBB	NetBank Business.
Notifications	Notices of transactions and/or updates on selected accounts through your selected Medium.
Party/Parties	You and/or us.
Pricing Schedule	Latest leaflet or any other source of information stipulating the items that attract Fees and the Fees levied for such items.
Service	The sending of Notifications.