

TERMS AND CONDITIONS APPLICABLE TO A TRANSACTIONAL CURRENT ACCOUNT

1 INTRODUCTION

- 1.1 In these terms and conditions:
- 1.1.1 clause headings are for convenience only and should not be used to interpret the agreement;
- 1.1.2 unless the context indicates a contrary intention, the singular includes the plural and vice versa, any gender includes the other genders, and a natural person includes a juristic person and vice versa; and
- 1.1.3 any number of days will be calculated by excluding the first and including the last day, or if the last day falls on a day that is not a business day, the next business day.
- 1.2 Unless the context indicates otherwise, the following words and expressions have the meanings set out below:
- 1.2.1 **Account** - your transactional current account to which the agreement applies.
- 1.2.2 **Agreement** - these terms and conditions, read together with the application, the relevant product specifications and pricing schedule (as amended) and any later agreement relating to the fees (as amended).
- 1.2.3 **ATM** - automated teller machine.
- 1.2.4 **Authentication mechanisms** - Any mechanism used by you to access our digital platforms. It can be a username, password, personal identification number (PIN), profile number, user number, biometric characteristics, certificate and/or device, or any combination of these.
- 1.2.5 **Business day** - Any day that is not a Saturday, Sunday or public holiday in South Africa, and 'days' will be interpreted as calendar days.
- 1.2.6 **Card** - the relevant magnetic-strip or chip bank card issued to you, which may be contactless-enabled.
- 1.2.7 **Card transaction** - any commercial transaction, including purchases, payments, interaccount transfers, cash withdrawals or deposits made with the card from the account by using an ATM, SSK or other electronic device, or by giving the card to a merchant or supplier.
- 1.2.8 **Chip** - an integrated circuit embedded in a plastic card designed to perform processing and memory functions.
- 1.2.9 **CODI** - Corporation for Deposit Insurance.
- 1.2.10 **Depositor protection** - The protection that CODI gives consumers in line with the Financial Sector Regulation Act, 9 of 2017.
- 1.2.11 **Digital Interaction** - Access to the Account and communication through any means using Systems and Devices.
- 1.2.12 **Dormant account** - an account on which no credit transactions were performed for a period we specified.
- 1.2.13 **Fees** - charges, costs, service, transaction and administration fees, and any other amount charged for the account.
- 1.2.14 **Good Funds** - money deposited or an electronic deposit or transfer made into your account or any MyPocket from another Nedbank account.
- 1.2.15 **Item** - an electronic funds transfer, debit order, stop order, Corporate Payments System transaction, automatic payment order, card transaction, affinity donation, NedFleet transaction and automatic transfer.
- 1.2.16 **NCA** - the National Credit Act, 34 of 2005, as amended from time to time.
- 1.2.17 **NCC** - the Nedbank Contact Centre, with contact number +27 800 555 111 (toll-free).
- 1.2.18 **Party** - you or us.
- 1.2.19 **PIN** - personal identification number.
- 1.2.20 **Pricing schedule** - the latest leaflet or any other source of information stipulating the items that attract fees and the fees charged for these items, as well as the effective date of the pricing.
- 1.2.21 **Product specifications** - specific features of products we offer, including minimum deposits, minimum balances, interest rates, costs, charges, fees and service fees.
- 1.2.22 **Qualifying deposit** - Is an account included for Depositor protection, namely a deposit where the capital amount is guaranteed and repayable in terms of CODI.
- 1.2.23 **Qualifying depositor** - Includes an account holder of a qualifying product but excludes depositors that are not defined as qualifying depositors in terms of CODI, for example, among others, government institutions, registered banks, private financial sector corporates.
- 1.2.24 **Qualifying product** - A qualifying deposit.
- 1.2.25 **SSK** - self-service kiosk.
- 1.2.26 **Systems and Devices** - Digital information systems, digital platforms, equipment, software, mobile devices, telephones and any other hardware devices.
- 1.2.27 **We, us or our** - Nedbank Limited, registration number 1951/000009/06, with registered address Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, 2196, and postal address PO Box 1144, Johannesburg, 2000.
- 1.2.28 **You** - the **applicant** whose details are set out in the application.

2 USE OF THE ACCOUNT

You agree to the following:

- 2.1 We will open a transactional (current or savings) account for you, with the type of account and styling to be indicated by you.
- 2.2 You will give us the details of the signing arrangements (and any changes to the arrangements) on the account.
- 2.3 We may debit the account with the amounts of all transactions that you have made, whether the account has a credit balance or not.
- 2.4 The use and handling of the account are subject to the clearing rules between banks, including the Rules of the Payment Association of South Africa.
- 2.5 You may not stop a payment we make or are about to make to a third party in respect of any transaction. You may not instruct us to reverse a payment for a transaction that has already been made, except as provided for by law.
- 2.6 You must use the account in a manner acceptable to us.
- 2.7 We may monitor the use of the account for assessing compliance with the product specifications.
- 2.8 If you no longer qualify for the account, we will move you to a suitable account. We will communicate with you beforehand and set out the terms, conditions and fees of the new account. We will claim any difference in pricing from you from the date that you no longer qualify for the account to the date of moving to the new account.
- 2.9 You may not cede, assign or encumber any of your rights or obligations in and to the account (including the money in the account) without our prior written consent and subject to terms and conditions that we stipulate.
- 2.10 If held by a qualifying depositor, this account is a qualifying product and has Depositor protection through CODI.
- 2.11 A qualifying deposit is covered under CODI up to the limit of cover specified in the Deposit Insurance Regulations in terms of the Financial Sector Regulation Act 9 of 2017.

3 USE OF CARDS

- 3.1 Subject to the product specifications, you and/or your authorised representative may pay and/or withdraw money from the account, and generally use the account through access to an ATM, SSK and a point-of-sale device by using the card together with a PIN, if required.
- 3.2 You must choose a PIN for your card. This is a secret number that only you know. We will encode this number on the card as a means of user identification. It is important that your card is not used fraudulently. You must therefore:
- 3.2.1 take proper care of the card and the card number;
- 3.2.2 not allow anyone other than your authorised representative to use the card and PIN;
- 3.2.3 always take reasonable steps to keep the card safe and the PIN secret;
- 3.2.4 never tell anybody who offers to help, including any of our employees, the PIN; and
- 3.2.5 never write down or record the PIN.
- 3.3 You will be liable for all the transactions performed with the card if you have given your PIN to someone else.
- 3.4 The card is valid from the time it is issued or from the first day of the 'valid from' date on the card, as the case may be, until it expires, or until the agreement is cancelled.

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- 3.5 You may not cede or delegate any of your rights or obligations in respect of the card or its use.
- 3.6 You must sign the card on the back with a pen as soon as you receive it.
- 3.7 You must give the card back to us or give us written confirmation that your card has been destroyed when the account is closed.
- 3.8 If the card, the card number or PIN:
- 3.8.1 is lost, stolen or used wrongfully; or
- 3.8.2 is used by any person other than you or your authorised representative, you must notify us immediately by calling the number provided on your statement or on the card itself. You must notify us immediately if anyone knows your PIN or if you suspect that this has happened. You will be provided with a reference number during the telephone call. **You will be liable for and must repay all amounts that we pay or have to pay if the card, card number or PIN is used, unless it has been reported as being lost or stolen or used wrongfully. You will also be liable for all transactions that were made before you notified us but were processed only afterwards.**
- 3.9 We may debit your account with the amounts of:
- 3.9.1 all transactions made by you or with your authority by using the card and the PIN; and
- 3.9.2 all transactions not authorised by you, but which have been made by using the card and PIN before we had the reasonable opportunity, after the verbal notification in terms of clause 3.8, to prevent any further unauthorised transactions.
- 3.10 Except where a transaction is made using a PIN, by telephone or on the internet, you must sign a sales voucher or a refund voucher, as the case may be, each time the card is used or the card number is given to a merchant or supplier. By signing the voucher, you confirm that the information on it is correct.
- 3.11 **Unless you have notified us that the card has been lost or stolen in terms of clause 3.8, even if you do not sign the relevant vouchers, you will be liable for and must repay all amounts that we pay in respect of your card transactions.**
- 3.12 You must comply with all applicable exchange control regulations when the card is used outside the Common Monetary Area. Card transactions made in foreign currencies will be converted into South African rand at an exchange rate that we will determine and will show on your statements in South African rand. An additional fee may be charged for these transactions.
- 3.13 You may not use the card for any unlawful or illegal transaction and it is your duty to make sure that a transaction is lawful before the card is used.
- 3.14 The card may be used only for payments and transactions specified in the product specifications for that type of account.
- 3.15 When you use any electronic device, you do so at your own risk and we will not be liable for any loss or theft resulting from the use of any device.
- 3.16 When making withdrawals at ATMs outside the borders of South Africa, the daily withdrawal limit may be different from the daily withdrawal limit at ATMs in South Africa.
- 3.17 You authorise us (which authorisation may not be cancelled):
- 3.17.1 to pay any purchases or services in respect of which the card or the card number is used and to debit the amount concerned to your account;
- 3.17.2 to debit your account with the amount of the sales voucher or any other amount withdrawn; and
- 3.17.3 to make the necessary entries to do the above and to reverse these entries when appropriate.
- 3.18 **We will in no way be liable to you if any merchant or supplier does not accept the card or the card number, or if we refuse to authorise any card transaction.**
- 3.19 **If there are any claims or disputes between you and the merchant or supplier in respect of the nature, quality or quantity of any goods or services that you bought from the merchant or supplier or in respect of any other matter, our right to receive payment from you will not be affected in any way, and it will not give anyone a right of setoff or counterclaim against us. You acknowledge that no merchant or supplier is our agent.**
- 3.20 If a merchant or supplier refunds you, the refund will be credited to your account when we receive a properly issued credit voucher from the merchant or supplier.
- 3.21 By keeping or using the card, you accept all these terms and conditions.

4 CONTACTLESS TRANSACTIONS

- 4.1 For the purposes of this clause:
- 4.1.1 contactless payment means a payment transaction that may or may not require a PIN that is made for an amount below the contactless transaction limit and where the contactless-enabled card is placed against a compatible payment device or close to it.
- 4.1.2 contactless payment device means a point-of-sale device that is enabled to perform contactless payments.
- 4.2 A card may be enabled to make contactless payments.
- 4.3 You may make a contactless payment for an amount below the prescribed limits without using a PIN.
- 4.4 When you make a contactless payment without using a PIN, you do not have the right to dispute this payment or have it charged back.
- 4.5 You cannot make internet purchases or cash withdrawals at an ATM or cash withdrawals at retailer till points using contactless payment technology.

5 NO-FUNDS ALERT SERVICE

- 5.1 If your account and/or any MyPocket does not have enough money for us to process any item(s), you will receive an SMS asking you to pay good funds into your account and/or any MyPocket.
- 5.2 Where possible, we will hold the item(s) for the period stated in the SMS.
- 5.3 If you do not pay good funds into your account and/or any MyPocket before the end of the period stated the SMS, the item(s) will be returned.
- 5.4 It may not be possible to hold debit orders, so if there is not enough money in your account and/or any MyPocket, the debit order will not go through.
- 5.5 If an SMS is more than 160 characters, the message will be broken into two or more parts and sent as more than one SMS. We charge fees for this service.
- 5.6 If you do not deposit good funds into the account and/or any MyPocket in time for us to pay the item(s), we will also charge you a dishonoured fee per item that has not been paid.
- 5.7 We may, without notice to you, suspend and/or terminate this service:
- 5.7.1 in circumstances beyond our control, including updates, additions or deletions, changes, maintenance or inspection of our systems, equipment or network, or if there is a failure due to power outages or natural disasters;
- 5.7.2 if we have reason to believe your contact details are no longer correct; or
- 5.7.3 if you give any information that is untrue or inaccurate, or if we have reasonable grounds to suspect that the information is untrue or inaccurate.
- 5.8 We do not warrant that:
- 5.8.1 this service will meet your requirements;
- 5.8.2 this service will be uninterrupted, timely or secure;
- 5.8.3 we will send an SMS every time there is insufficient money in your account and/or any MyPocket to meet your obligations;
- 5.8.4 the SMS you receive will be accurate or correct or will arrive at the supplied cellphone number; and
- 5.8.5 the notifications you receive will be reconcilable with the activity on your account and/or any MyPocket.
- 5.9 We are not liable for any loss or damage resulting from:
- 5.9.1 failure to deliver the SMS for any reason;
- 5.9.2 any SMS sent to a cellphone number that is no longer yours and has not been changed on your profile;
- 5.9.3 any delays in SMS delivery;
- 5.9.4 the loss or destruction of SMS information;
- 5.9.5 the modification, suspension or discontinuation of this service;
- 5.9.6 your instruction to line-forward your SMSs (ie when you direct your SMSs to a different cellphone number);
- 5.9.7 any other cause beyond our control or the control of another third party whom we use to provide this service; and
- 5.9.8 any other matter relating to this service, unless the loss or damage arises directly or indirectly from our gross negligence or wilful misconduct (or that of any person acting for or us or whom we control).
- 5.10 It is your responsibility to:
- 5.10.1 ensure that there is enough money in your account and/or any MyPocket to meet your obligations;
- 5.10.2 arrange with your mobile network operator to enable you to receive SMSs when you are out of the country;
- 5.10.3 ensure that we have your correct cellphone number at all times;
- 5.10.4 ensure that your cellphone is not used to gain unauthorised access to your SMSs; and
- 5.10.5 where you have previously authorised the SMSs to be sent to an employee, let us know if the employee resigns, retires or is dismissed and let us know

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the details of any new employee to receive the SMSs.

6 INTEREST

- 6.1 We will not pay interest on any account unless this is agreed in writing or if it is part of the product specification.
- 6.2 If applicable, interest will accrue to credit balances, calculated on the end-of-day balance, and will be capitalised monthly.
- 6.3 Interest rates on credit balances will be the rates specified at www.nedbank.co.za or will be available from the NCC or at any branch, charged in accordance with the type of account that you have chosen or, if applicable, the rates we agreed with you.
- 6.4 If the end-of-day balance is a debit balance, debit interest at the NCA maximum interest rate for credit facilities or, if applicable, the rate we agreed with you, will accrue to the account.
- 6.5 We may change the interest rates on credit balances at our discretion and on notice to you.
- 6.6 Interest on debit balances is calculated daily from the date on which the account goes into debit on the basis of a 365-day year, debited monthly in arrears. Any interest not paid on or before the due date will bear more interest at the rate that applies to this agreement.

7 WITHDRAWALS

- 7.1 Money is available on demand, subject to:
 - 7.1.1 daily withdrawal limits at ATMs; and
 - 7.1.2 withdrawal limits at teller terminals.

8 DEPOSITS

- 8.1 There is no limit on the number and size of deposits that can be made into the account.
- 8.2 If illegal money (counterfeit banknotes or any banknotes not accepted as legal tender in South Africa) or defective notes (stained or damaged banknotes where the serial number is illegible or defaced) are paid into the account, we may reverse any value given to you for these notes.

9 NO RIGHT TO OVERDRAW THE ACCOUNT

- 9.1 You must ensure that there is enough money in the account to pay the debits against the account.
- 9.2 The account must always have a zero or credit balance.
- 9.3 If we have not granted you a credit facility but the account has a debit balance, the full debit balance will be payable immediately. In such instances we will charge our standard fees to the account and interest will be levied on the debit balance in terms of clause 6.6.

10 FEES AND TAXES

- 10.1 We will charge fees in line with the prevailing pricing schedule, or as agreed with you. These fees will be debited in accordance with the prevailing product specifications.
- 10.2 **The pricing schedule, which includes information regarding the fees, is available at any branch or at www.nedbank.co.za. You confirm that you have read and understand the fees that apply to the account.**
- 10.3 You must pay all fees when they become due to us.
- 10.4 We are entitled, at our reasonable discretion, to vary any fees, or the items attracting fees.
- 10.5 We will give you reasonable notice before fees, or items that attract fees, change.
- 10.6 Fees that attract value-added tax will include value-added tax and will be indicated on your account statement.
- 10.7 Interest at the rate that applies to this agreement will be charged on any fees not paid on or before the due date, and this will not impact our rights to take legal action if you default.
- 10.8 You must pay legal costs on the attorney-and-client scale (including tracing fees and any collection commission) on demand, in addition to all amounts that we have paid or costs that we have incurred when collecting any payment that you owe us or when exercising our rights due to any breach of your obligations in terms of this agreement.
- 10.9 All government levies related to the use of the account will be debited to your account monthly and paid to the relevant government body.

11 STATEMENTS

- 11.1 We will make regular account statements available to you, subject to the product specifications.
- 11.2 You choose to receive electronic statements. An additional fee may be charged to your account if you request paper-based statements at a branch or through our self-service or digital channels.
- 11.3 You must check your account and report any discrepancies to us within 30 days of the date of the discrepancy.
- 11.4 If there is a dispute regarding the items appearing on the statement, our records will be prima facie (on the face of it) proof.

12 INCOME TAX CERTIFICATES

- 12.1 After February each year, we will generate:
 - 12.1.1 an IT3(b) certificate if the amount of interest earned on an account is equal to or more than the minimum amount that SARS prescribes; and
 - 12.1.2 an IT3(s) income tax certificate where applicable.
- 12.2 We will make the certificates available to you on request once they have been generated.
- 12.3 These certificates indicate the amount of interest accrued and interest paid in the particular tax year, even if the interest is paid out in the same tax year.
- 12.4 These certificates will be sent to SARS even if the interest paid or earned is equal to or more than the minimum amount of interest that SARS prescribes.

13 MYPOCKET

- 13.1 Depending on the product specifications of your account, you may have a MyPocket savings pocket linked to your account, in which case the following apply:
 - 13.1.1 Your account automatically comes with one MyPocket and you may open another nine MyPockets.
 - 13.1.2 You can choose a name for each MyPocket, and you can rename them as many times as you like.
 - 13.1.3 You can transfer money to or from a MyPocket to or from your account through Nedbank's digital channels only. You cannot pay money into a MyPocket.
 - 13.1.4 You will have immediate access to the money in a MyPocket once the money has been transferred to your account.
 - 13.1.5 No cards are issued on a MyPocket and you cannot use a MyPocket at an ATM or point-of-sale device.
 - 13.1.6 You can, however, make third-party payments directly from a MyPocket.
 - 13.1.7 A MyPocket cannot be overdrawn.
 - 13.1.8 Because your MyPocket(s) are linked to your account, any money in your MyPocket(s) will be transferred to your account automatically if your account becomes dormant or if it is closed.
 - 13.1.9 A MyPocket cannot be converted into another type of account.
 - 13.1.10 You can close a MyPocket at any time.
 - 13.1.11 Interest will accrue on the credit balance in MyPocket, calculated on the end-of-day balance and will be capitalised monthly.
 - 13.1.12 Depending on the balance in a MyPocket, you will earn interest on an escalating basis up to the maximum that we prescribe. Once this maximum interest has been reached, interest will accrue on a descending basis.
 - 13.1.13 Information on the interest rates and the maximum balance are available at www.nedbank.co.za or from the NCC or at any branch.
 - 13.1.14 We may change the interest rates on credit balances.
 - 13.1.15 The account statement referred to in clause 11 will not include the balances on MyPocket(s). You can get statements for MyPocket(s) at any Nedbank branch or you can view them on Nedbank digital channels.
 - 13.1.16 The pricing schedule that contains information regarding the fees applicable to MyPocket is available at any branch or at www.nedbank.co.za.
 - 13.1.17 **You confirm that you have read and understand the fees for your MyPocket.**
- 13.2 You do not have to use the MyPocket automatically opened with your account if you do not want to. If you do not use the MyPocket, you will not pay any fees and it will not affect your account at all.

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14 LIABILITY

- 14.1 Except where damage or loss arises directly or indirectly from our wilful misconduct or gross negligence, we will not be liable to you for any damage or loss that you may suffer because of:
- 14.1.1 any action taken in terms of clause 17 or 18;
- 14.1.2 your using Digital Interaction to communicate with us;
- 14.1.3 any person having gained unauthorised access to any information or data;
- 14.1.4 incorrect information having been given to us or to any person, including any credit bureau; and
- 14.1.5 a delay, failure or malfunction of any ATM, SSK or other device (electronic or manual) that you use to do transactions on the account.

15 DORMANT ACCOUNTS

- 15.1 We are entitled to charge fees on a dormant account.
- 15.2 Once an account has become dormant, you will be able to perform credit transactions and not debit transactions.
- 15.3 To lift the dormant status, you will have to contact the NCC.
- 15.4 We will give you reasonable notice that we will be closing an account that has been dormant for a certain period, which we will determine.
- 15.5 Once the dormant account has been closed, no interest will accrue to the account.
- 15.6 If you want to claim any credit balance from a closed dormant account, you will have to call the NCC or go to any of our branches for guidance on the process that you must follow.

16 PRIVACY CONSENT

- 16.1 Subject to applicable laws, regulations and our Privacy Policy, you give us permission to process your personal information as we see fit for both your and our legitimate interest. This includes your race, biometrics and alleged criminal behavior (if necessary).
- 16.2 You consent to us accessing your credit bureau data, obtaining your bank statements from your bank, get your payslip from your employer, sharing your information with third parties sharing information about your application with third parties, collecting your personal information from third parties (such as your payslip), sharing information about your application with the Southern African Fraud Prevention Services and processing your personal information outside South Africa.
- 16.3 Processing includes doing affordability assessments, credit scorings and profile building that may help us offer you a product or service that will suit your needs. You may ask for a description of your personal information that we have on record and for the details of third parties who have, or having had, access to your personal information.
- 16.4 You may withdraw your consent by notifying us in writing. You may also ask that we correct or delete your information, object to us having had your information, and send a complaint to the Information Regulator.

17 PRODUCT WITHDRAWAL OR DISCONTINUATION

- 17.1 If it becomes uneconomical or commercially impractical for us to provide the product or service offered in terms of this agreement or if we are unable to continue providing the product or service, we may cancel the product or service after giving you reasonable notice and information about comparable products.
- 17.2 If you do not select an alternative product or service, after giving you reasonable notice, we will move you to a product or service that is suitable for your needs.

18 FREEZING, SUSPENSION, MODIFICATION, RESTRICTION AND TERMINATION

- 18.1 You may terminate this agreement at any time without giving us notice.
- 18.2 We may freeze, suspend, modify or restrict your account or terminate this agreement immediately without prior notice due to the following circumstances, which include the following:
- 18.2.1 If we are compelled to do so by law.
- 18.2.2 If we have reasonable suspicion that the account is being used for illegal, unlawful or fraudulent purposes.
- 18.2.3 Your conduct resulting in a breach of our regulatory obligations.
- 18.3 On reasonable notice, we may freeze, suspend, modify or restrict your account or terminate this agreement at our discretion. We may do this in the following circumstances, without limitation to the circumstances:
- 18.3.1 If we are compelled to do so by law.
- 18.3.2 If there are reputational risks.
- 18.3.3 For operational or business reasons.
- 18.3.4 You no longer qualify for the account according to our product specifications.
- 18.3.5 You breach the agreement.
- 18.3.6 You breach any other agreement with us.
- 18.4 We must comply with local and international laws, regulations, policies, and requirements with regard to anti-money-laundering, counter-terrorist financing and sanctions. We continuously screen, verify, process and monitor all our and any related information, instructions and transactions done by you and/or on your behalf. This may also result in your transactions, or the use of your account being prohibited, delayed, withheld, limited, declined or conditionally approved; and/or your money being confiscated; and/or our relationship being terminated.
- 18.5 If your account is frozen, suspended, modified or terminated, you will need to make alternative arrangements for any monthly debit and stop orders on the account.
- 18.6 On termination of this agreement, your right to use any card that has been issued to you in respect of the account will terminate. You must immediately return the card to us or destroy it to prevent further use.

19 DIGITAL INTERACTION

- 19.1 You accept all risks of Digital Interaction with us. These risks include the following:
- 19.1.1 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.
- 19.1.2 Receipt or execution of Digital Interaction may be delayed because Systems and Devices failed, malfunctioned or were unavailable.
- 19.1.3 Digital Interaction may be illegible or inaudible, which may lead to instructions not being executed as intended.
- 19.1.4 We cannot verify email addresses, fax numbers and signatures.
- 19.1.5 We cannot establish the identity or designation of the sender of the Digital Interaction.
- 19.1.6 We may not be able to confirm receipt of Digital Interaction instructions.
- 19.2 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.
- 19.3 You must do whatever is necessary to access and use your Account. This includes maintaining software licenses, paying license fees and getting the necessary telecommunications lines, hardware, software and consumable materials (and any updates or upgrades).
- 19.4 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.
- 19.5 You must make sure of the integrity, safekeeping and confidentiality of all communication lines, data, confidential information, Systems and Devices and Authentication Mechanisms.

20 ADDRESS FOR NOTICES

- 20.1 The physical or email address that you gave us in the application for this account, or the most recent address given to us in terms of clause 20.2 will be the address you choose as your domicilium citandi et executandi where we can deliver legal notices, orders, or other documents to you in connection with this agreement.
- 20.2 Either party may change their physical or email address by notifying the other party via email. The email address to which you may send a change of address notification can be obtained from a branch or NCC. The change of address will be effective on the 5th Business Day after receipt of the email.
- 20.3 A notice, order or other document will have been properly served when it has been sent by email or delivered to that party or sent by registered

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- mail to that party's last known address. If you have not informed us of a change of your email or physical address, we will continue to use the last address given, even though the information may be incorrect.
- 20.4 You may send any legal notices to the following:
Group Legal Counsel
Nedbank Group Legal
Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, 2196
- 20.5 Unless the contrary is proved, any legal notice, order, or other document:
20.5.1 sent by email to the chosen email address will be considered received on the date it was sent.
20.5.2 delivered by registered mail, will be considered received within seven Business Days of the posting date.
- 20.6 delivered by hand will be considered received on the date of delivery, provided it was delivered to a responsible person during ordinary business hours. If the date of delivery falls on a weekend or public holiday, the legal notice, order or other document will be considered received on the next Business Day.
- 20.7 Any legal notice, order or other document received by a party will be adequate written notice or communication to that party, even though it may not have been sent to or delivered at the chosen address.
- 20.8 It is your responsibility to notify us of any changes to your address and contact details.

21 CERTIFICATE

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**) from any of our managers or accountants, whose position we do not need to prove. Unless the contrary is proved, the certificate will, on the face of it, be binding on you and proof of its content and of the fact that the amount is due and payable. The certificate will be valid as a liquid document (alternatively proof of a liquidated amount) in any competent court or for any other purpose.

22 ALLOCATION OF PAYMENTS

Each payment will be allocated firstly to any due or unpaid interest charges, then to any due or unpaid fees, and then to the reduction of the capital amount outstanding.

23 JURISDICTION

At our option any claim arising from this agreement may be recovered in any magistrate's court with jurisdiction, regardless of the amount of the claim, and you consent to the jurisdiction of that court.

24 GENERAL TERMS

- 24.1 Before opening an account, we will determine, to our satisfaction, if you will be a suitable account holder.
- 24.2 We may refuse to open an account or accept a deposit.
- 24.3 You agree that we may combine all or some of your accounts, without notifying you. If we combine only some of these accounts, we will have the right to claim from you any amount in respect of an account that is not part of the combined accounts.
- 24.4 The agreement constitutes the whole agreement between the parties in connection with the account.
- 24.5 We may change the agreement but will give you notice of these changes. Any change to the agreement will not constitute a novation of the agreement or any of your previous obligations to us.
- 24.6 Any latitude, indulgence or extension of time that we grant you will not be a novation or waiver of our rights in terms of the agreement. If a party does not enforce any provision of this agreement, it will not affect that party's right to require performance of the provision in future.
- 24.7 If any competent court finds any provision of this agreement defective or unenforceable, the remaining provisions of this agreement will continue to be of full force and effect.
- 24.8 The agreement will be governed in line with the laws of South Africa.

25 COMPLAINTS PROCESS AND ALTERNATIVE DISPUTE RESOLUTION

- 25.1 If you have a dispute or complaint regarding your account, 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.
- 25.2 If your dispute or complaint remains unresolved or you are dissatisfied with the outcome, please email us at complaintappeals@nedbank.co.za.
- 25.3 You also have the right to contact the National Financial Ombudsman and/or the Financial Sector Conduct Authority and/or the National Consumer Tribunal at any time using the details below:

National Financial Ombudsman	Financial Sector Conduct Authority	National Consumer Tribunal
Tel: 0860 800 900 WhatsApp: +27 66 473 0157 Email: info@nfosa.co.za Physical address: Gauteng Ground Floor, 110 Oxford Road, Houghton Estate, Rosebank, Johannesburg 2198 Western Cape 6th floor Claremont Central Building 6 Vineyard Road, Claremont Cape Town 7700	Tel: +27 (0)12 428 8000 +27 (0)12 428 8012 080 020 2087 080 011 0443 Fax: 012 347 0221 Email: info@fsca.co.za Physical address: Block B, Riverwalk Office Park, 41 Matroosberg Road, Ashlea Gardens, Pretoria, 0081 Postal address: PO Box 35655, Menlo Park, 0102	Tel: +27 (0)10 006 0484 Fax: +27 (0)12 663 5693 Email: registry@nct.org.za Physical address: Ground Floor, Block B, Lakefield Office Park, 272 West Avenue, corner West Avenue and Lenchen Avenue North, Centurion

26 ACKNOWLEDGEMENT

- 26.1 You warrant that you have fully and truthfully answered all questions and responded to our requests for information relating to this agreement.
- 26.2 You confirm that you understand and appreciate the risks and costs inherent in this agreement, as well as your rights and obligations under this agreement.

Client initial _____

Client Signature _____

Signed at _____ on _____ / _____ / _____
Place Day Month Year

