



These terms and conditions (“the/**this Agreement**”) are important and govern your use of the Nedbank Private Wealth App (“the **NPW App**”) and the related mobile financial services (**'Mobile Services'**).

Your attention is drawn in particular to those terms and conditions that could:

- limit the risk or liability of Nedbank Private Wealth or a third party;
- create risk or liability for you;
- compel you to indemnify Nedbank Private Wealth or a third party; and/or
- be an acknowledgement of a fact by you.

Nothing in this Agreement is intended or must be understood to restrict, limit or avoid any rights or obligations in an unlawful way in terms of the Consumer Protection Act of 2008, to the extent that such legislation is applicable.

### However, please note the following:

1. To be able to access and use the NPW App and Mobile Services you must accept the terms and conditions of this Agreement. This is done by clicking on the Accept button, after which the Agreement will be binding on you.
2. By clicking on the accept button you also allow Nedbank Private Wealth to access, collect and process your personal information (ie name, email address, identity number, contact details, financial information and/or any other personal identifier) in order to provide the Mobile Services to you
3. As part of the Mobile Services, you may use other products and do other transactions offered by Nedbank Private Wealth. These products and transactions may include transfers and payments, credit and balance enquiries and online share trading. You must familiarise yourself with any separate, additional terms and conditions that are applicable to the products and transactions that may be accessed and used as part of the Mobile Services
4. If you download the NPW App, you will use your data. You can download the NPW App from any Apple and or Google mobile application store
5. We have made an arrangement with mobile network operators MTN, Vodacom, Cell C, and Telkom (mobile network operators) and they will not charge you for data and airtime when you access and use the NPW App, except when:
  - 5.1. you use Google Maps to locate the nearest branch and ATM or to find branch contact details;
  - 5.2. you use the Live Chat functionality; and
  - 5.3. analytics are used for security and fraud-detection purposes or to track the stability of and user behaviour on the NPW app.
6. Our arrangement with mobile network operators applies only to users who use data and airtime through a mobile network operator connection with these specific mobile network operators and does not apply to other internet connections.
7. We keep the information user details and use it for research and statistical purposes only. User details are not captured or tracked.
8. You are required to activate the Mobile Services within the NPW App. An SMS will be sent to you once the Mobile Services have been activated. You will be prompted to choose a personal identification number (PIN) to enable you to access the Mobile Services securely. For security purposes and for Nedbank Private Wealth to verify your identity, you will be requested to enter your PIN each time you access the Mobile Services.

Nedbank Private Wealth includes the following entities:

Nedbank Ltd Reg No 1951/000009/06 (NCRCP16) (FSP9363)

Nedgroup Private Wealth (Pty) Ltd Reg No 1997/009637/01 (FSP828)

Nedgroup Private Wealth Stockbrokers (Pty) Ltd Reg No 1996/015589/07 (NCRCP59) (FSP50399), a member of JSE Ltd.



9. The Nedbank Private Wealth ID credentials (your username and password or Nedbank Private Wealth card and PIN details) you enter when you enrol on or log in to the NPW App will be used only for enrolment or login purposes. As a general rule, you should never disclose your Nedbank Private Wealth ID credentials and Nedbank Private Wealth card and PIN details to any third parties.
10. For security reasons, we need your GPS location to give you a better service. If you do not want to give us access to your GPS, we will use other methods to approximate your location for fraud-detection purposes.
11. We recommend that you protect yourself by increasing your mobile device security. Activate a security password to prevent unauthorised third parties from accessing your device and the NPW App.
12. On certain mobile devices you can choose to use fingerprint ID verification (Touch ID). This functionality enables you to use your fingerprints to log in to the NPW App. For your security, it is important that you do not allow third parties access to your device using their fingerprints. Anyone who can unlock your device with their fingerprint can access your account, make payments and give us instructions. We will treat these third-party fingerprints and resultant transactions as if you have authorised them.
13. While Nedbank Private Wealth will take all reasonable steps to apply appropriate security measures, the use of the NPW App and the related mobile financial services ('Mobile Services') may nevertheless expose you to risk. For example, if you modify or tamper with any operating system software, browser software or any other software packages or programs on your mobile device, unauthorised third parties may gain access to your confidential or personal information.
14. Nedbank Private Wealth releases regular updates and enhancements to ensure optimal client experience on the NPW App. As functionality becomes available, we will request your authorisation to use various features on your phone through the NPW App. Sometimes (to give you a better experience) the NPW App may temporarily be unavailable for maintenance purposes, but we will notify you when this happens.
15. Nedbank Private Wealth will never use the access you grant us to any of the features on your phone for any reason other than the purpose communicated to you. Your right to privacy and all your personal information will also be maintained in accordance with our usual standards of client confidentiality.
16. Nedbank Private Wealth confirms that it has reasonable security safeguards to protect your Login Details and other personal or confidential information provided by you to Nedbank Private Wealth through the NPW App. However, you accept that, while Nedbank Private Wealth will take all reasonable steps to prevent security breaches in respect of the Mobile Services, any information sent over an unsecured link or communication system is susceptible to unlawful monitoring, interception or access by third parties, for which Nedbank Private Wealth will not be responsible.
17. You also acknowledge and accept that –
  - 17.1. your Login Details are for your exclusive use only;
  - 17.2. you will not share your Login Details with other users or third parties or record such details in any way that may result in them becoming known to a third party; and
  - 17.3. once the correct Login Details have been entered, Nedbank Private Wealth will accept and process all instructions relating to the Mobile Services, irrespective of whether the Login Details have been entered fraudulently or otherwise without your authority.
18. You agree not to respond to any email or other unsolicited correspondence that requests your Login Details, bearing in mind that you will only receive an SMS from Nedbank Private Wealth:
  - 18.1. when you register for access to the Mobile Services;
  - 18.2. if Nedbank Private Wealth communicates with you regarding the termination or the amendment of this Agreement; and
  - 18.3. if you yourself initiated any transaction using your Login Details.



## 19. Mobile device requirements and related security obligations

- 19.1. Nedbank Private Wealth does not warrant that the Nedbank Private Wealth App will be compatible with or that it will operate with every type of Mobile Device. Nedbank Private Wealth will provide you with information on suitable types of Mobile Devices at your request.
- 19.2. You acknowledge that the display, layout, look and feel of the content of the Mobile Services may differ depending on the Mobile Device being used to access the Mobile Services.
- 19.3. You acknowledge that, in order for the NPW App to load and/or to function, you are fully responsible for:
  - 19.3.1. ascertaining whether your Mobile Device is appropriate for and compatible with operation of the Nedbank Private Wealth App; and
  - 19.3.2. the continued functionality of the Mobile Device on which the NPW App has been installed and downloaded, including for ensuring that the Mobile Device is:
    - 19.3.3. in good working order;
    - 19.3.4. at all times updated to run on the latest version of your operating system; and
    - 19.3.5. operating in accordance with the relevant Mobile Device manufacturer's specifications.
- 19.4. You are fully responsible for the Mobile Device that you use to access the Mobile Services and Nedbank Private Wealth will not be responsible for any device defect and disclaims any liability for any losses that may arise due to any defect in the Mobile Device. You agree that you will:
  - 19.4.1. not leave your Mobile Device unattended or accessible in any manner by any third party while you are still logged on to the Mobile Services;
  - 19.4.2. not save your Login Details to your Mobile Device; and
  - 19.4.3. immediately inform Nedbank Private Wealth of any fraudulent or unauthorised use of the Mobile Services by any third party.
- 19.5. If your Mobile Device is lost or stolen, you must inform Nedbank Private Wealth immediately on 0860 111 263. You acknowledge that you will remain responsible for all transactions that may be processed through the Nedbank Private Wealth App until you have reported the loss or theft to Nedbank Private Wealth.

## 20. Third-party telecommunications and maintenance services

- 20.1. You acknowledge that:
  - 20.1.1. Nedbank Private Wealth will not be responsible for any mobile operator or service provider's network and/or Wi-Fi connectivity (wireless internet access) preventing or negatively impacting your access to the Mobile Services; and your Mobile Device network operator (cell phone service provider) or internet service provider may charge you for accessing and using the Mobile Services through a mobile network or Wi-Fi connection; and
  - 20.1.2. you are solely responsible for such charges
- 20.2. The use of the NPW App is in addition to and not in substitution of other online channels provided by Nedbank Private Wealth. You acknowledge that the NPW App and Mobile Services are subject to downtime (times when the services are of necessity not available) and that Nedbank Private Wealth may, from time to time, fully or partially interrupt access to the NPW App or Mobile Services, whether for maintenance or otherwise. You will be able to use other banking channels if the Mobile Services or the NPW App is interrupted.

## 21. Ownership and intellectual property

- 21.1. Nedbank Private Wealth owns all rights, title and interest in and to the NPW App, the Mobile Services and all information, documentation and proprietary products made available through the NPW App. No licence or other right or interest in or to the NPW App or the Mobile Services is granted to you, except for the licence rights specifically set forth in this Agreement.



- 21.2. You may not duplicate or in any way reproduce the NPW App, the Mobile Services and any information, documentation and proprietary products made available through the NPW Wealth App without the express prior written consent of Nedbank Private Wealth.
- 21.3. In respect of third-party software (such as operating systems and internet browsers) that you may use to operate or use the Nedbank Private Wealth App, you acknowledge that Nedbank Private Wealth is not a party to any software licence agreement you entered into with a third-party software licensor. Nedbank Private Wealth provides no warranties regarding such software, including, without limitation, warranties relating to the suitability for a particular purpose, security features or performance. You acknowledge that the use of such third-party software will be at your own risk and you indemnify Nedbank Private Wealth against and hold it harmless from any loss or damage that you may suffer as a result of the use, abuse or possession of such third-party software.

## 22. Liability

Except where damage or loss arises directly or indirectly from our (or any person acting for or on our behalf) wilful misconduct or gross negligence, we will not be liable to you for any damage or loss that you may suffer directly or indirectly because of the following:

- 22.1. the use, misuse or modification of the Mobile Device (including, but not limited to, jail-breaking and routing), abuse or possession of any third-party software or network, including, without limitation, any operating system software, browser software or any other software packages or programs;
- 22.2. any unauthorised access (including, but not limited to, phishing) to your accounts or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your equipment;
- 22.3. incorrect information having been given to us or to any person, including any credit bureau;
- 22.4. your breach of these terms and conditions;
- 22.5. the malfunction, failure or unavailability of the Mobile Services, the Nedbank Private Wealth App or any telecommunications services, hardware, software or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism or any other event beyond Nedbank Private Wealth's control;
- 22.6. any late or delayed processing related to the Mobile Services;
- 22.7. your failure to comply with your security obligations contained in this Agreement;
- 22.8. your saving your Login Details to your Mobile Device;
- 22.9. the unauthorised use of any Login Details;
- 22.10. using the Mobile Services for access to and use of any products and transactions;
- 22.11. your modification or tampering with any operating system software, browser software or any other software packages or programs on your mobile device used to access the NPW App; and
- 22.12. any action taken in terms of clauses 23 and 24;



## 23. Privacy Consent

- 23.1. By clicking accept, you give us consent to process your personal information in relation to your applications for financial products and/or services with 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.
- 23.2. You also give us the right to:
- 23.2.1. collect your personal information from third parties when reasonably necessary and/or if it is impractical to collect the data directly from you;
  - 23.2.2. share your personal information with third parties, if necessary, to provide financial products or services to you;
  - 23.2.3. process your personal information for purposes of complying with any legislative or regulatory requirements;
  - 23.2.4. 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;
  - 23.2.5. 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.
- 23.3. You have the right to:
- 23.3.1. request confirmation from us, free of charge, whether or not we hold your personal information;
  - 23.3.2. request the record or a description of your personal information held by us;
  - 23.3.3. request information about all third parties who have, or have had, access to your personal information;
  - 23.3.4. correct or delete your personal information;
  - 23.3.5. withdraw your consent at any time by providing notice to us;
  - 23.3.6. object to your personal information to be held by us;
  - 23.3.7. lay a complaint at the Information Regulator regarding your personal information in terms of the Promotion of Access to Information Act, 2 of 2000.

## 24. Grant of licence and terms of use

- 24.1. Nedbank Private Wealth hereby grants you a licence to install and download the Nedbank Private Wealth App and to access and use the Mobile Services available through the Nedbank Private Wealth App on a compatible cell phone or any other portable communication device ('Mobile Device') owned and/or lawfully controlled by you, for your personal use only. This licence is not exclusive and Nedbank Private Wealth will also allow other users to download the Nedbank Private Wealth App. The licence is limited to you alone and cannot be transferred by you.
- 24.2. You may use the Nedbank Private Wealth App and Mobile Services only for purposes that are not illegal, and you must not allow any third party to use the Nedbank Private Wealth App or to access the Mobile Services.
- 24.3. You may also not (nor may you allow or cause any third party to do so):



- 24.3.1. tamper with, decompile, edit, reverse-engineer, disassemble, attempt to derive the source code of or modify the Nedbank Private Wealth App, or use the Nedbank Private Wealth App to develop functionally similar software applications to those available through the Nedbank Private Wealth App;
  - 24.3.2. use or exploit the Nedbank Private Wealth App for commercial gain or copy the Nedbank Private Wealth App, except as may be expressly allowed in terms of this Agreement;
  - 24.3.3. sublicense, distribute, export or resell the Nedbank Private Wealth App (whether in whole or in part) or otherwise transfer any rights therein;
  - 24.3.4. remove any proprietary or intellectual property rights notices or labels that appear on the Nedbank Private Wealth App or that appear on or are used in relation to the Mobile Services; and
  - 24.3.5. exercise any rights other than those expressly granted in this Agreement.
- 24.4. You must ensure that you download and use the latest version of the Nedbank Private Wealth App. If you do not install the latest version of the Nedbank Private Wealth App, the Mobile Services may not function correctly or you may experience security and/or data flaws, for which Nedbank Private Wealth will not be liable under any circumstances.
- 24.5. If you download the Nedbank Private Wealth App from a mobile application store, you may be required to comply with and be bound by terms and conditions prescribed by such mobile application store. Such terms and conditions are separate to and specifically do not form part of the terms and conditions of this Agreement.

## **25. Freezing, suspension, modification, restriction and termination**

- 25.1. You may terminate your use of the NPW App at any time without giving us notice.
- 25.2. We may freeze, suspend, modify or restrict your access to the NPW App or terminate your access to the NPW App immediately at any time without prior notice to you due to, including but not limited to, the following circumstances:
- 25.2.1. Our being compelled to do so by law.
  - 25.2.2. Our having reasonable suspicion that the NPW App is being used for illegal, unlawful or fraudulent purposes; and
  - 25.2.3. Your conduct resulting in a breach of our regulatory obligations.
- 25.3. We will give you reasonable prior notice by way of SMS or email by using the contact details you provided, if we want to freeze, suspend, modify or restrict your access to the NPW App or terminate your access to the NPW App due to, including but not limited to, the following circumstances, as determined at our sole discretion:
- 25.3.1. Our being compelled to do so by law.
  - 25.3.2. Reputational risks or operational or business reasons.
  - 25.3.3. You no longer having a Nedbank Private Wealth account.
  - 25.3.4. You no longer qualifying for a Nedbank Private Wealth account according to our product specifications.
  - 25.3.5. You no longer qualifying for the NPW App.
  - 25.3.6. Your breaching any of these terms and conditions.
  - 25.3.7. Your breaching any other agreement with us.
  - 25.3.8. Your breaching any of the other service channel and/or product terms and conditions.
  - 25.3.9. Your doing anything (or allowing anything to be done) that we think may damage or affect the operation or security of the NPW App.



- 25.4. If you do not access or use the NPW App for a period of 6 (six) months or more, Nedbank Private Wealth may terminate this Agreement and require you to reregister to access the NPW App in future.
- 25.5. On termination of this Agreement, you must immediately discontinue use of the NPW App and delete and uninstall all copies thereof from your Mobile Device.

## 26. Product withdrawal/discontinuation

- 26.1. If it becomes uneconomical or commercially impractical for us to provide the product or service offered in these terms and conditions or if we cannot continue to offer the product or service for whatever reason, we may terminate the product or service on reasonable notice to you.
- 26.2. We will give you information of comparable products.
- 26.3. If you do not select an alternative product or service, we will be entitled to move you to a product or service that we identify as suitable for your needs.

## 27. Disclaimer and Warranties

- 27.1. You acknowledge that software in general is not error-free and agree that the Nedbank Private Wealth App is provided on an 'as is' basis, without any warranty that the Nedbank Private Wealth App will be free from defects to the extent that it is lawful to do so, and that the existence of errors in the Nedbank Private Wealth App alone will not constitute a breach of this Agreement.
- 27.2. Except to the extent that Nedbank Private Wealth has in fact done so expressly and in response to a request from you, Nedbank Private Wealth does not warrant that:
  - 27.2.1. the Nedbank Private Wealth App or the Mobile Services (including any products and transactions) will meet your business or financial requirements;
  - 27.2.2. the Nedbank Private Wealth App will operate in the combinations that you select for use;
  - 27.2.3. the operation of the Nedbank Private Wealth App or the Mobile Services will be uninterrupted or error-free; and/or
  - 27.2.4. all Nedbank Private Wealth App errors or defects will be corrected immediately.
- 27.3. In addition, and to the extent that it is lawful to do so, Nedbank Private Wealth disclaims all warranties and conditions with respect to the Nedbank Private Wealth App and the Mobile Services, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.

## 28. Applicable Law

The relationship between you and Nedbank Private Wealth and all aspects of this Agreement will be governed by the laws of the Republic of South Africa.

## 29. Changes to this Agreement

- 29.1. Nedbank Private Wealth may amend the provisions of this Agreement on reasonable prior notice to you. Such notice may take the form of an SMS or email sent to you by using the contact details you provided to Nedbank Private Wealth.





- 29.2. Should you not accept the amended terms of this Agreement, and subject to clause 11.3 below, this Agreement may be terminated by Nedbank Private Wealth or you on 48 (forty-eight) hours' notice.
- 29.3. Notwithstanding that you have not accepted the amended terms and conditions, should you continue to use the Nedbank Private Wealth App after being notified in terms of clause 19.1 above, you will be deemed to have accepted to be bound by the amended Agreement.

### **30. Complaints and Disputes**

- 30.1. All complaints arising from this Agreement and the banking Services rendered should be directed to [Complaintswealthmanagement@Nedbank.co.za](mailto:Complaintswealthmanagement@Nedbank.co.za)
- 30.2. We will deal with all complaints in accordance with our complaints process.
- 30.3. If you are dissatisfied with our handling of a complaint or the outcome, you may lodge a complaint with the office of the Banking Ombud:  
Tel: +27 (0) 860 800 900  
Web: <https://www.obssa.co.za>  
Email: [info@obssa.co.za](mailto:info@obssa.co.za)  
Physical address: 4 - 36 Fricker Road, Ground floor, 34 Fricker Road, Illovo, Johannesburg, 2196.

### **31. Contact us**

Should you have any other questions or queries in connection with this Agreement, you can contact Nedbank Private Wealth on 0860 111 263 or at [contact@nedbankprivatewealth.co.za](mailto:contact@nedbankprivatewealth.co.za).

You must notify Nedbank Private Wealth immediately on 0860 111 263 when becoming aware of or reasonably suspecting any unauthorised access to or use of your Login Details. You must take appropriate steps to minimise any loss or harm that may result from such unauthorised access.