

MAKE
THINGS
HAPPEN



NEDBANK

The **Nedbank Limited Maestro** Card ('the card') is issued by **Nedbank Limited (1951/000009/06)** ('us/we') to the person whose name appears thereon ('you') subject to the following terms and conditions (where the words 'I', 'me', 'my', 'you' and 'your' are used, these refer to entities represented in this document):

1 ISSUE OF THE CARD

- 1.1 All these terms and conditions ('this agreement') will apply without reservation when we dispatch the card to you.
- 1.2 You must sign the card on its reverse side with a ballpoint pen immediately upon receiving it. The card is valid from the date of issue until your right to use the card is terminated in terms of clause 8.
- 1.3 The card is owned by us and will remain our property at all times.

2 USE OF THE CARD

- 2.1 You are the only person who may use the card. You may not allow any other person to use the card.
- 2.2 You may use the card to draw money, make deposits, transfer funds and/or buy goods and/or services from suppliers who will accept the card.
- 2.3 The card allows you to transact on your savings or transmission account or any other account to which the card is linked ('the account'). You may not make purchases, withdraw amounts and otherwise use the card for transactions that will exceed the credit balance on your account.
- 2.4 We shall encode the card with a personal identification number ('PIN') so as to enable you to withdraw and deposit money and otherwise use the card at such compatible automated teller machines ('ATMs'), self-service terminals, point-of-sale terminals and other electronic devices as we may advise from time to time.
- 2.5 You will be liable to us for payments made by us in respect of your use of the card.
- 2.6 Use of the card is at your own risk and we are not responsible for any loss or theft resulting from the use of the card, whether at an ATM or otherwise.
- 2.7 You must comply with exchange control regulations when using the card outside of the common monetary area.

3 AUTHORITY TO DEBIT YOUR ACCOUNT

- 3.1 You hereby authorise us to debit your account with:
 - 3.1.1 any and all withdrawals of money, purchases and cash advances made using your card or where we act on any instruction from you;
 - 3.1.2 our standard service fees (where applicable) as notified to you from time to time, including (without limitation) a card replacement fee; and
 - 3.1.3 any and all applicable government levies in respect of the use of the card.
- 3.2 This authorisation cannot be cancelled at all or made conditional.
- 3.3 We reserve the right to reverse any debits or credits made in error on your account together with any interest earned thereon without notice to you.

4 OTHER APPLICABLE CONDITIONS

Terms and conditions applicable to the account will apply in addition to these terms and conditions.

5 STATEMENTS

- 5.1 On request, we shall give you statements showing the transactions entered into by use of your card, as well as other applicable transactions in respect of your account.
- 5.2 If you believe that your statement contains an error(s), you must notify us of the errors in writing within 30 (thirty) days of the receipt of the statement, failing which you will have no claim whatsoever in respect of or arising from such error(s).

6 INTEREST

- 6.1 We may pay you interest, at a rate determined by us from time to time, in respect of any daily credit balance in your account. Such interest will be credited to your account on a monthly basis.
- 6.2 Should your account, for any reason, have a debit balance, you will pay us interest, at a rate determined by us from time to time, in respect of any debit balance on your account. Such interest will accrue on a daily basis from the date of the debit balance up to and including the date on which full repayment is credited to your account, and will be compounded monthly in arrears.

7 UNAUTHORISED USE

- 7.1 You are responsible for the safekeeping of your card and PIN. You must not allow anyone to obtain knowledge of your PIN.
- 7.2 If your card is lost or stolen, you must immediately notify our nearest branch. If such notification is effected orally, you must confirm it in writing within 24 (twenty-four) hours of oral notification. Delay in notifying us of the loss or theft will be deemed to be negligence on your part.
- 7.3 If you are negligent in reporting the loss or theft of your card [or the card is used before we have had reasonable time after your notification to take the necessary action], you will be responsible for all amounts debited to your account through use of the card before you notify us of such loss or theft.
- 7.4 If the card is lost or stolen, you will be liable when the PIN is used to withdraw money or to transact at a point-of-sale terminal, even if you are not negligent in notifying us of such loss or theft.

8 TERMINATION OF CARD FACILITY

- 8.1 You may terminate your right to use the card on written notice to us. The said notice must be accompanied by the card, which must be cut into pieces so as to prevent further use.
- 8.2 We may at any time in our sole and absolute discretion close your account and/or terminate your right to use the card. If we close your account and/or terminate your right to use the card, you must immediately return your card to us as set out in clause 8.1.
- 8.3 In the event that we close your account and/or terminate your right to use the card we shall be entitled to inform any merchant, credit reference agency or other person thereof.

9 LIABILITY

We shall not be liable for any loss or damage that you may suffer as a result of our provision of incorrect information to any person (including any credit reference agency) if such information was provided in good faith; or as a result of any ATM failure or malfunction beyond our reasonable control or as a result of the failure or malfunction of any other device used to make or process transactions with the card.

10 ADDRESSES AND NOTICES

We shall send notices to the postal address or, where applicable, to the physical address specified on your account application form.

11 LEGAL AND GENERAL INFORMATION

While Nedbank Group Limited and all its subsidiaries and associates and its cessionaries, delegates or successors in title (collectively 'Nedbank') are constantly striving to provide a service that is intended to make your banking as easy and convenient as possible, all South African banks are legally obliged to verify, including identity verification with statutory bodies, and retain information received from you.

Apart from the information you will provide in your application, Nedbank may therefore require additional documentation and information from you.

12 PRIVACY CONSENT

I provide my express consent to Nedbank to process my personal information as defined in legislation, including fingerprints, biometric personal identification details, photographs and identity verification in terms of the Financial Intelligence Centre Act of 2001, for purposes of providing financial services and preventing fraud and money laundering, and to send my personal information to third parties in order to provide a service to me, and also to send such information to foreign countries, when necessary, by electronic or other means for processing. I understand that such countries may not have specific data privacy laws.

13 FURTHER PROCESSING

- 13.1 Nedbank may search, update or place my records at credit reference bureaus and government agencies in order to verify my identity, assess my ability to obtain credit or to provide collateral of any kind, including guarantees or suretyships, and may, on request from another credit provider with whom I have applied for credit, provide my personal information, including my credit reference data, to such credit provider and also make any enquiries that it deems necessary to confirm the details on this form for marketing purposes and to assess my creditworthiness.
- 13.2 Nedbank may use my personal information for debt enforcement, including but not limited to recovery, collection, repayment, surrender, enforcement and cession of debts.
- 13.3 I confirm that I have fully disclosed my debt repayment history.

14 GENERAL

- 14.1 We shall not be liable to you if any merchant or supplier does not accept the card or we refuse to authorise any transaction on the card.
- 14.2 You must resolve any dispute you have with a supplier directly with the supplier. Such dispute will not affect our right to receive payment from you.
- 14.3 If there is a difference between our records and your record, our records will be binding.
- 14.4 Where a cheque or other negotiable instrument is deposited into and credited to your account, it will be available as cash only after it has been honoured and we shall be entitled to debit your account with the amount of that cheque or negotiable instrument if it is dishonoured.
- 14.5 We may amend this agreement at any time. Publication of such amendments by such means as we may select will constitute valid notice of the amendments to you. Any such amendment(s) will not constitute a novation of this agreement. You may not amend or vary these terms and conditions at all.
- 14.6 You agree that we may proceed against you in a magistrate's court having territorial jurisdiction even if the amount of our claim exceeds the value jurisdiction of such court.
- 14.7 In the event that we take legal action against you to recover any amount due to us in terms of this agreement, you will be liable for our costs (including counsel fees, tracing fees and collection commission) on the scale as between attorney and own client.
- 14.8 We may allocate any credit balance in any account you have with us to settle or set off any outstanding amounts that you may owe us in terms of this agreement. We may realise any security which we hold for your indebtedness towards us and apply the proceeds thereof to pay any indebtedness in terms of this agreement.
- 14.9 You agree that you will notify us immediately in the event that you are sequestrated, placed under an administration order or any form of curatorship, or commit any act of insolvency as set out in the Insolvency Act, 1936 (Act No 24 of 1936) as amended.
- 14.10 A certificate signed by any one of our managers or branch administrators (whose appointment need not be proved) as to the amount of your indebtedness to us (including interest) and that such amount is due and payable will constitute sufficient proof thereof, unless the contrary is proved in court.
- 14.11 Any indulgence, extension of time or concession that we may grant you will not be regarded as a waiver of our rights.
- 14.12 Every provision of this agreement is deemed to be separate and severable, the one from the others. Should any provision be found to be unenforceable for any reason, the remaining provisions will nevertheless continue to be of full force and effect.
- 14.13 The agreement will be governed by and construed in accordance with the laws of the Republic of South Africa.
- 14.14 You consent to us making enquiries concerning your credit history with any credit reference agencies and to provide such agencies with both positive and negative information regarding the conduct of your account(s).

I confirm that:

- I applied for the card that has been issued;
- I have received a copy of the terms and conditions of use applicable to the card.

Full name and surname

Signed at on / /
(signature) (place) (day) (month) (year)

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