

1 INTERPRETATION

In this Agreement:

- 1.1 clause headings are for convenience and are not to be used in its interpretation;
- 1.2 unless the context indicates a contrary intention, an expression which denotes:
 - 1.2.1 any gender includes the other genders;
 - 1.2.2 a natural person includes a juristic person and *vice versa*;
 - 1.2.3 the singular includes the plural and *vice versa*; and
- 1.3 any number of days will be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next business day.

2 DEFINITIONS

In these terms and conditions, unless the context requires otherwise:

- 2.1 **the account** means the client's transactional current account to which these terms and conditions apply.
- 2.2 **the act means** the National Credit Act, 34 of 2005, as amended from time to time, if applicable.
- 2.3 **the agreement** means the agreement between the parties as constituted by these terms and conditions.
- 2.4 **ATM** means automated teller machine.
- 2.5 **the bank** means Nedbank Limited Reg No 1951/000009/06, with registered address Nedbank Sandton, 135 Rivonia Road, Sandown, Sandton, 2196, and postal address PO Box 1144, Johannesburg, 2000.
- 2.6 **card** means the relevant magnetic-strip or chip bank card issued to the client, which at the discretion of the bank may or may not include a Nedbank or Go Banking Maestro Debit Card, a Nedbank or Go Banking Visa Electron Card, a Nedbank or Go Banking MasterCard Cheque Card, a Nedbank or Go Banking Garage Debit Card and/or a Nedbank or Go Banking ATM card.
- 2.7 **card transaction** means any commercial transaction, including but not limited to purchases, payments, interaccount transfers, services, cash withdrawals or deposits made:
 - 2.7.1 with the card from the account by using an ATM or SST or other electronic device; or
 - 2.7.2 by furnishing the card to a merchant or supplier.
- 2.8 **chip** means the integrated circuit that is embedded in a plastic card and which is designed to perform processing and/or memory functions.
- 2.9 **'CHIP & PIN' card** means a plastic card, commonly called a chip card, with an embedded chip that communicates information to a point-of-transaction terminal.
- 2.10 **the client** means the applicant whose details are set out in the application form.
- 2.11 **delivery and deliver** mean that, in terms of any notice required to be provided to the client and/or the bank, such notice may only be given in writing and must be delivered to the client and/or the bank by way of hand delivery or prepaid registered post or fax or telegram or email or SMS. If delivered by hand, the notice will be deemed to have been received on the date of delivery. If delivered by prepaid registered post, the notice will be deemed to have been received within seven days of posting, unless the contrary is proved. If sent by fax, the notice will be deemed to have been received on the date of confirmation of the successful transmission of the fax evidenced by a transmission report and/or slip. If delivered by telegram, the notice will be deemed to have been received within seven days of sending of the telegram, unless the contrary is proved. If sent by email, the notice will be deemed to have been received on the day of transmission, unless the contrary is proved. If sent by SMS, the notice will be deemed to have been received on the day of transmission, unless the contrary is proved.
- 2.12 **dormant account** means an account that has had no client-initiated debit or credit transactions for such period as the bank, at its reasonable discretion, may determine from time to time.
- 2.13 **the interest rate** means the interest rate that appears in this agreement and in the product brochure, being the variable interest rate that applies to the agreement initially, which rate is subject to change as provided for in this agreement.
- 2.14 **the parties** means the bank and the client.
- 2.15 **PIN** means personal identification number. This is a secret number selected by the client and which only the client knows. This number must be encoded on the card by the bank and is used as a means of user identification. The card must be encoded with a PIN before the client will be able to withdraw and deposit money and otherwise use the card at such compatible ATMs, SSTs, point-of-sale terminals and other electronic devices as the bank may advise from time to time.
- 2.16 **product specifications** means specific features of products offered by the bank, including but not limited to minimum deposits, minimum balances, interest rates, costs, charges, fees and service fees.
- 2.17 **SST** means self-service terminal.

3 USE OF CARDS

- 3.1 The client and/or his authorised representative must immediately on receiving the card sign the card on its reverse with a non-erasable ballpoint pen.
- 3.2 Subject to product specifications, the client will be entitled to operate the account through access to electronic banking services, which include services at an ATM, an SST and a point-of-sale device, as well as by telephone banking services and internet banking services.
- 3.3 The client and/or its authorised representative will have access to ATMs or SSTs by using the card together with a PIN.
- 3.4 It is important that the client's card is not used fraudulently. The client must therefore:
 - 3.4.1 take proper care of the card and the card number and take all reasonable steps to prevent it from being lost, stolen and/or used wrongfully;
 - 3.4.2 ensure that any record of the PIN is kept separate from the card and in a safe place;
 - 3.4.3 never tell anybody who offers to help, including any bank employee, the PIN;
 - 3.4.4 never write down or record the PIN;

- 3.4.5 not allow anyone to obtain knowledge of the PIN.
- 3.5 When the client has received the card, the bank will, where applicable, encode the card with a PIN, which will give the client the right to deposit and/or withdraw cash and/or make use of services by means of the card at a compatible ATM, SST or other electronic device.
- 3.6 By keeping and/or using the card the client accepts all these terms and conditions in respect of the use of the card.
- 3.7 The client may not cede or delegate any of his rights or obligations in respect of the card or its use.
- 3.8 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 account is closed by either the client or the bank for whatever reason.
- 3.9 The bank is the owner of the card and, when the account is closed for whatever reason, the client must give the card back to the bank (or to any person who is authorised to act on the bank's behalf).
- 3.10 If the card, or the client's card number or PIN:
- 3.10.1 is lost, stolen or used wrongfully; or
- 3.10.2 is used by any person other than the client;
- the client must notify the bank immediately by calling the number provided on the client's statement or on the client's card itself. The client must also notify the bank immediately if anyone obtains knowledge of his PIN or if he has reason to believe or suspect that this has happened. The client will be provided with a reference number during the telephone call. It is important that the client keeps a record of the reference number as the client must be able to provide it to the bank whenever requested to do so. The client must confirm the verbal notification by sending the bank written confirmation thereof, stating the reference number, within 24 hours after the verbal notification. The client will be liable for and must repay the bank all amounts the bank pays or has to pay if the card, card number or PIN is used, unless it has been reported as being lost, stolen or used wrongfully.
- 3.11 The bank is entitled to debit the client's account with the amounts of:
- 3.11.1 all transactions carried out by the client using the card and the PIN; and
- 3.11.2 all transactions not authorised by the client, but which have been carried out by means of the card and PIN before the bank has had the reasonable opportunity, after the verbal notification in terms of clause 3.10 above, to prevent any further unauthorised transactions.
- 3.12 Except where a transaction is made by means of the PIN or is made by mail or telephone order, the client 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 the client confirms that the information on it is correct. The client will be liable for and must repay the bank all amounts the bank pays in respect of the client's card transactions. **Unless the client has notified the bank that the card has been lost or stolen in terms of clause 3.10, even if the client does not sign the relevant vouchers, the client will still be liable to the bank for such transactions.**
- 3.13 The client 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 determined by the bank and will be shown on the client's statements in South African rand. An additional fee may be payable by the client for such transactions. Such fee will be disclosed in the fee leaflet available from the bank.
- 3.14 The client may not use the card for any unlawful or illegal transaction and it is the client's duty to make sure that a transaction is lawful before the card is used.
- 3.15 The client may not use the card for any payment on behalf of a business or for transactions that in the bank's reasonable opinion are non-personal transactions, unless the client is a juristic person, sole proprietor or trust.
- 3.16 When the client uses an ATM or an SST, the client does so at his own risk and the bank will not be held liable for any loss or theft resulting from the use of an ATM or an SST or other electronic device.
- 3.17 When making withdrawals at ATMs outside the borders of South Africa, the daily withdrawal limit will be different from the daily withdrawal limit at ATMs inside the borders of South Africa.
- 3.18 The client authorises the bank (which authorisation may not be cancelled):
- 3.18.1 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 the client's account;
- 3.18.2 to debit the client's account with the amount of the sales voucher or any other cash amount withdrawn; and
- 3.18.3 to make the necessary entries to do the above and to reverse these entries when appropriate.
- 3.19 The bank will not in any way be liable to the client if any merchant or supplier does not accept the card or the card number, or if the bank refuses to authorise any card transaction.
- 3.20 If there are any claims or disputes between the client and any merchant or supplier in respect of the nature, quality or quantity of any goods or services obtained by the client from the merchant or supplier or in respect of any other matter, the bank's right to receive payment from the client will not be affected in any way nor will it give anyone a right of setoff or counterclaim against the bank. The client hereby acknowledges that no merchant or supplier is the bank's agent.
- 3.21 If a merchant or supplier refunds a client, it will be credited to the client's account only in the event of and once the bank receives a properly issued credit voucher from the merchant or supplier.
- 3.22 The client will not have the right to stop any payment that the bank makes or which the bank is about to make to a merchant or supplier in respect of any transaction, nor will the client have the right to instruct the bank to reverse a payment in respect of a transaction which has already been made, except as may be provided otherwise by statute.

4 USE OF THE ACCOUNT

- 4.1 The client hereby agrees that:
- 4.1.1 the bank open a banking account for the client, the type of account and styling of which will be indicated by the client by completing the necessary documentation to be provided by the bank;
- 4.1.2 the client will supply the bank with the details of the signing arrangement on the account in the format of or similar to the document to be provided by the bank;
- 4.1.3 the bank will be advised of all changes in signing arrangements;

- 4.1.4 the bank is authorised to pay all cheques, promissory notes, bills of exchange and other negotiable instruments payable at the bank, purporting to be drawn, made or accepted by or on behalf of the client;
- 4.1.5 the bank is authorised to debit the above instruments to the account, whether the account is in credit or otherwise;
- 4.1.6 the bank is authorised to receive and deposit any cheque to the account, but that the proceeds will only be considered as cleared when the cheque has been honoured. All cheque deposits are subject to a clearance period, which normally is seven business days, but which may vary;
- 4.1.7 the bank is authorised to accept any instruction by fax or other electronic means and to treat such instructions as above; and
- 4.1.8 the use and handling of the account are subject to such arrangements as the bank may have in regard to the implementation of the magnetic ink character recognition system as coupled with the Automated Clearing Bureau.

5 INTEREST RATE

- 5.1 The Bank will not to pay interest on any account, unless specifically otherwise agreed thereto in writing.
- 5.2 Where applicable, interest will accrue to credit balances.
- 5.3 Where applicable, interest on credit balances will be calculated on the end-of-day balance and will accrue and be capitalised on a monthly basis.
- 5.4 Interest rates on credit balances will be tiered, which means the greater the balance, the higher the rate (except for staff accounts).
- 5.5 An income tax certificate (IT3b certificate) will be issued to the client in respect of an account where the interest earned for the tax year was R350,00 or more.
- 5.6 Debit interest at the maximum interest rate as prescribed by the act, if applicable, will accrue to the account if the end-of-day balance is a debit balance.
- 5.7 The bank is entitled to change the interest rates on credit balances at any time and will reasonably endeavour to give prior notice of the changes in interest rates. If the client does not receive such prior notice, the bank will not be prevented from adjusting the interest rate.

6 CALCULATION AND PAYMENT OF INTEREST ON DEBIT BALANCES

Interest on debit balances will be reckoned from the date on which the account goes into debit and is calculated daily on the basis of a year of 365 days, whether or not the year is a leap year, and debited monthly in arrears. Any interest not paid on or before the due date for the payment thereof will bear further interest at the rate applicable to this agreement.

7 WITHDRAWALS

- 7.1 Funds are available on demand, subject to the following limitations:
- 7.1.1 daily withdrawal limits at ATMs;
- 7.1.2 withdrawal limits at the teller terminal;
- 7.1.3 cheque deposits that have not been cleared; and
- 7.1.4 product-specific withdrawal limitations.

8 DEPOSITS

- 8.1 Subject to product specifications, there is no limit on the number and size of deposits that can be made on the account subsequent to the opening deposit.
- 8.2 If any negotiable instrument is deposited on the account, the proceeds will be credited to the account, but the proceeds will only be available as cash when the negotiable instrument has been honoured. If the negotiable instrument is dishonoured, the account will be debited accordingly and the bank will send the negotiable instrument to the client at his risk.
- 8.3 The client agrees that cheques will be cleared by the bank through any clearing system used by clearing banks.
- 8.4 If a cheque deposited by the client is returned unpaid, the bank will inform the client within a reasonable period of time.

9 FEES, COSTS AND CHARGES

- 9.1 The client is entitled to obtain a leaflet that contains information regarding transaction charges at any branch of the bank and the client hereby confirms that he has obtained such a leaflet and has read and understands the information contained therein.
- 9.2 The client must pay an additional fee each time a payment instruction causes the account to become overdrawn or further overdrawn as set out in the pricing brochure.
- 9.3 The client will be responsible for and must pay to the bank, the fees, costs and charges as specified in this agreement and the abovementioned leaflet. The bank is entitled at any time and from time to time in its discretion to vary any fee, cost or charge, provided that no fee, cost or charge will exceed the maximum amount prescribed from time to time in terms of the act or, where the act does not apply to the agreement, such other amount as may be prescribed by law or as agreed to by the client in this agreement and contained in the said leaflet, as amended from time to time. To the extent that value-added tax is payable in respect of any fee, cost or charge, such fee, cost or charge will be inclusive of value-added tax payable by the client.
- 9.4 In addition, if the act is applicable, the client must pay any:
- 9.4.1 default administration charge imposed by the bank to cover administration costs incurred as a result of the client defaulting on an obligation under the agreement; and
- 9.4.2 collection costs that may be charged by the bank in respect of the enforcement of the client's monetary obligations under the agreement (other than a default administration charge);
- provided that such charges and costs will not (to the extent that the act applies to the agreement) exceed the maximum default administration charges and collection costs prescribed from time to time in terms of the act.
- 9.5 Interest at the interest rate applicable to the agreement from time to time will be charged in respect of any fee, cost or charge not paid on or before the due date for payment thereof and this will not prejudice, restrict or in any manner detract from the rights of the bank pursuant to an act of default.

9.6 In addition, and to the extent permitted by the act (where applicable), all amounts that the bank may pay or incur pursuant to the agreement due to the client's default, including any amount actually disbursed by the bank either when collecting any payment owing by the client or when exercising any of its rights arising out of any breach of the client's obligations in terms of the agreement, including legal costs on the attorney and client scale (including tracing fees and any collection commission), will be payable by the client to the bank on demand.

10 GOVERNMENT LEVIES

All applicable government levies in respect of the use of the account will be debited to the client's account monthly and paid over to the relevant government body.

11 ACCOUNT OVERDRAWN

The client is not entitled to overdraw the account. However, if the account becomes overdrawn, the procedure set out in clause 20 below will be followed by the bank to obtain payment of the amount overdrawn plus interest, costs and charges.

12 LIABILITY

12.1 **Except where damage or loss arises from the wilful misconduct or gross negligence of the bank (or any person acting for or controlled by the bank), the bank will not be liable to the client for any damage or loss that the client may suffer as a result of:**

12.1.1 **any person gaining unauthorised access to any information or data;**

12.1.2 **incorrect information being given to any person including any credit bureau;**

12.1.3 **the bank processing any information incorrectly; and**

12.1.4 **a delay, failure or malfunction of any ATM, SST or other device (electronic or manual) that the client uses to carry out card transactions with the card.**

13 ALLOCATION OF PAYMENTS

Each payment made by the client in terms of this agreement will be allocated firstly to any due or unpaid interest charges, secondly to any due or unpaid fees or charges, and lastly in reduction of the capital amount outstanding.

14 TERMINATION

14.1 The client is entitled to cancel the agreement without prior notice to the bank, but the bank must give reasonable prior notice of its intention to close the account, except where fraud or suspected fraud is occurring or has occurred on the account, in which event the bank is entitled to close the account without prior notice. In the event that the account is overdrawn, the bank will follow the procedure set out in clause 20 below, as prescribed by the act.

14.2 On termination of the agreement the bank is entitled, at its reasonable discretion, to retain sufficient funds in the account to provide for amounts that may become due to the bank after termination.

14.3 On termination of the agreement the client's right to use any card that has been issued to him in respect of the account, will terminate. The client must immediately return the card to the bank at the address set out in clause 16. The card must be cut in pieces to prevent further use.

15 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

15.1 The client's personal information will be treated as confidential and will not be disclosed, except in the following circumstances:

15.1.1 when the bank is legally compelled to do so;

15.1.2 when it is in the public interest to disclose;

15.1.3 when the bank's interests require disclosure; or

15.1.4 when disclosure is made at the client's request or with his written consent.

15.2 The bank is entitled to disclose information to credit reference agencies relating to the client's personal debts owed to the bank:

15.2.1 if the client has fallen behind with the repayment of his debt and has not, following the procedure set out in clause 20, made alternative satisfactory arrangements with the bank; if the amount owed or in arrears is in dispute, this fact will also be disclosed but not the amount itself; or

15.2.2 if the client has given his written consent.

16 ADDRESS FOR LEGAL NOTICE

16.1 The parties choose as their addresses for the purposes of the agreement:

the bank: Nedbank Sandton, 135 Rivonia Road, Sandown, Sandton.

the client: the last-known physical address supplied by the client will be deemed to be the address the client has chosen.

16.2 Any legal process to be served on any party may be served at the address specified for such party in clause 16.1 and such party chooses that address as its address for legal notice for all purposes under the agreement.

16.3 Any notice or other communication to be given to any party in terms of the agreement will be valid and effective only if it is given in writing.

16.4 A notice to any party that is delivered to the party by hand at the address specified for such party in clause 16.1 will be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.

16.5 Notwithstanding anything to the contrary in this clause 16 a written notice or other communication actually received by any party will be adequate written notice or communication to such party even if the notice was not sent to or delivered at the party's chosen address.

16.6 A party may by written notice to the other party change its address or fax number for the purpose of clause 16.1 to any other address (other than a post office box number) or fax number, provided that the change will become effective on the seventh business day after the receipt of the notice.

17 DEFAULT BY THE CLIENT

- 17.1 Should the client breach any condition contained in this agreement, or should the client breach a condition of any other agreement with the bank (which breach will constitute a breach of this agreement), the bank will have the right, to the extent permitted by the act, to claim repayment of all amounts owing to or claimable by the bank in terms of this agreement, together with interest thereon.
- 17.2 All amounts owing to or claimable by the bank in terms of this agreement will, at the option of the bank and to the extent permitted by the act, become immediately due and payable without notice, in the event that the client fails to pay on demand any sum or sums of money owing to or claimable by the bank in respect of any overdraft and/or financial facility granted to the client or any other indebtedness of the client to the bank from whatever cause arising. Any failure by the client to effect payment of the aforesaid will constitute a breach of this agreement.
- 17.3 In the event that this agreement is subject to the act, nothing contained in this clause must be construed as entitling the bank to recover the amount so claimed from the client without complying with the requirements of clause 20.

18 APPLICATION FOR DEBT REVIEW

- 18.1 Without detracting from or in any manner limiting the bank's right in the event of default, the client's attention is directed to section 86 of the act, which entitles the client, in certain circumstances, to apply to a debt counsellor in the prescribed manner and form to have the client declared overindebted.
- 18.2 An application in terms of section 86 of the act may not be made in respect of, and does not apply to, this agreement if at the time such application is made the bank has, under this agreement, proceeded to take the steps contemplated in clause 20 to enforce this agreement.
- 18.3 A debt counsellor who has accepted an application in terms of section 86 must determine in the prescribed manner and within the prescribed time whether the client appears to be overindebted.
- 18.4 Depending on the findings of the debt counsellor, the application may be rejected or it may be recommend that the client and the respective credit providers voluntarily consider and agree on a plan of debt rearrangement or, if the debt counsellor concludes that the client is overindebted, a proposal may be issued recommending that the magistrate's court makes an order with regard to the question of any plan or debt rearrangement, as contemplated in section 86(7) of the act.
- 18.5 If a recommendation by a debt counsellor is accepted by the client and each credit provider, such order must be recorded in the form of an order and, if it is consented to by the client and each credit provider concerned, filed as a consent order by the debt counsellor in terms of section 138 of the act.
- 18.6 If a debt counsellor rejects an application contemplated in section 86(7)(a) of the act, the client, with the leave of the magistrate's court, may apply directly to the magistrate's court, in the prescribed manner and form, for an order contemplated in terms of section 86(7)(c).
- 18.7 If the client is in default under this agreement and this agreement is being reviewed in terms of section 86 of the act, the bank may give notice to terminate the review in the prescribed manner to the client, the debt counsellor and to the National Credit Regulator contemplated in the act. Such notice may be given at any time at least 60 business days after the date on which the client applied for the debt review.
- 18.8 If the bank gives notice to terminate a review as contemplated in terms of clause 18.7 and proceeds to enforce this agreement in terms of clause 19, the magistrate's court hearing the matter may order that the debt review resume on any conditions the court considers to be just in the circumstances.

19 EVENTS OF DEMAND

- 19.1 In addition to what is stated in clause 17 above, the bank is entitled to claim immediate repayment of all amounts owing under the agreement, together with interest thereon, should one or more of the events of demand, set out hereunder, occur and the client fail to remedy same within the time period stipulated by the bank at such time.
- 19.2 The following will be events of demand, each of which will be severable and distinct from the others:
- 19.2.1 if the client fails to conduct the account in a manner acceptable to the bank;
- 19.2.2 if the client allows the account to become overdrawn;
- 19.2.3 if the client breaches any condition contained in this agreement, or breaches a condition of any other agreement with the bank (which breach will constitute a breach of this agreement);
- 19.2.4 if the client commits an act of insolvency, or an act similar to an act of insolvency, as defined in the Insolvency Act of 1936 (as amended) or an act defined in terms of section 344 of the Companies Act of 1973 (as amended);
- 19.2.5 if the client is unable or ceases for any reason whatsoever to conduct the business carried on by him in an ordinary and regular manner, if applicable;
- 19.2.6 if any material assets of the client are attached under writ of execution; or
- 19.2.7 if the client is voluntarily or compulsorily placed under judicial management, sequestrated or is wound up, or enters into any compromise, composition or arrangement with its creditors or any class thereof.
- 19.3 Where an event of demand occurs, the bank is entitled (without limitation of any other right that the bank may hereby or otherwise acquire) to claim immediate repayment of all amounts owing under the agreement from whatever cause arising in connection therewith, all of which amounts will immediately become due and payable.
- 19.4 No indulgence or extension of time granted by the bank to the client must be deemed to be a waiver of any of the bank's rights.

20 REQUIRED PROCEDURE BEFORE DEBT ENFORCEMENT

- 20.1 If the client is in default under this agreement, the bank may:
- 20.1.1 bring the default to the notice of the client in writing and propose that the client refer this agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that the parties resolve any dispute under this agreement or develop and agree on a plan to bring the payments under this agreement up to date, and the bank may not commence any legal proceedings to enforce this agreement before such notice has been given; or

- 20.1.2 in circumstances where this agreement is being reviewed in terms of section 86 of the act, give notice to terminate the review in the prescribed manner to the client, the debt counsellor and the National Credit Regulator at any time at least 60 business days after the date on which the client applied for debt review;
provided that the requirements set out in this subclause will not apply in circumstances where this agreement is subject to a debt restructuring order or to proceedings in a court that could result in such an order.
- 20.2 The bank may approach the court for an order enforcing this agreement only if, at that time, the client is in default and has been in default under this agreement for at least 20 business days and:
- 20.2.1 at least 10 business days have elapsed since the bank delivered a notice to the client as contemplated in clause 20.1.1;
- 20.2.2 in the case of a notice contemplated in clause 20.1.1, the client has –
- 20.2.2.1 not responded to that notice; or
- 20.2.2.2 responded to the notice by rejecting the bank's proposals.
- 20.3 Despite any provision of law or contract to the contrary, in any proceedings commenced in a court in respect of this agreement, the court may determine the matter only if the court is satisfied that:
- 20.3.1 the procedures contemplated in clause 20.2 have been complied with;
- 20.3.2 there is no matter arising under this agreement, and pending before the National Consumer Tribunal established by section 26 of the act, that could result in an order affecting the issues to be determined by the court; and
- 20.3.3 the bank has not approached the court –
- 20.3.3.1 during the time that the matter was before a debt counsellor, alternative dispute resolution agent, consumer court or the ombud with jurisdiction;
- 20.3.3.2 despite the client having –
- 20.3.3.2.1 agreed to a proposal made in terms of section 129(1)(a) of the act and acted in good faith in fulfilment of that agreement;
- 20.3.3.2.2 complied with an agreed plan as contemplated in section 129(1)(a) of the act; or
- 20.3.3.2.3 brought the payments under this agreement up to date, as contemplated in section 129(1)(a) of the act.
- 20.4 In any proceedings contemplated in section 130 of the act, if the court determines that:
- 20.4.1 this agreement is subject to a pending debt review in terms of Part D of Chapter 4 of the act, the court may –
- 20.4.1.1 adjourn the matter, pending a final determination of the debt review proceedings;
- 20.4.1.2 order the debt counsellor to report directly to the court, and thereafter make an order contemplated in section 85(b) of the act; or
- 20.4.1.3 if the agreement is the only credit agreement to which the client is a party, order the debt counsellor to discontinue the debt review proceedings, and make an order contemplated in section 85(b) of the act;
- 20.4.2 there is a matter pending before the tribunal referred to in clause 20.3.2, as contemplated in section 130(3)(b) of the act, the court may –
- 20.4.2.1 adjourn the matter before it, pending a determination of the proceedings before the said tribunal; or
- 20.4.2.2 order the said tribunal to adjourn the proceedings before it, and refer the matter to the court for determination; or
- 20.4.3 the agreement is either suspended or subject to a debt rearrangement order or agreement and the client has complied with that order or agreement, the court must dismiss the matter.
- 20.5 The provisions of this clause will only apply to the agreement to the extent that the agreement is subject to the act.

21 JURISDICTION

At the option of the bank any claim arising hereunder may be recovered in any magistrate's court having jurisdiction, irrespective of the amount of the claim, and the client hereby consents to the jurisdiction of that court.

22 STATEMENTS

- 22.1 Subject to such an option being available, a statement reflecting all the debit and credit entries as well as the total debit or credit balance, as the case may be, will, on a regular basis and in accordance with product specifications, be mailed to clients who have exercised the option. At the sole discretion of the bank an additional cost may be levied against the client's account for receiving mailed statements. If the client has not opted to receive mailed statements, a statement printout may be obtained at the client's branch, or via an SST, internet banking or telephone banking, if and when required.
- 22.2 In the event of overdrawn accounts and if the act is applicable to the agreement, the bank will provide the client with a statement of account as prescribed by the act.
- 22.3 Unless otherwise agreed in writing with the client, the bank will provide the client with a monthly statement by post or electronic mail in accordance with the requirements of the act.
- 22.4 Statements should be checked for accuracy by the client as soon as they are received. Any discrepancies must be reported to the bank within 30 days of receipt of the statement.
- 22.5 In the event of a dispute with regard to the items appearing on the statement, the bank's records shall be prima facie proof.

23 DORMANT ACCOUNTS

- 23.1 An account will become dormant if the client has not initiated any debit or credit transactions on his account for such a period as the bank, at its discretion, may determine from time to time. The dormancy period on all Nedbank accounts is 180 calendar days.
- 23.2 The client will not be able to transact on a dormant account without providing proof of his identity, and such account will be subject to reactivation.
- 23.3 The bank is entitled, after written notification to the client, at its sole discretion to close an account which has been dormant for such a period as the bank may determine from time to time.
- 23.4 60 days prior to closing the dormant account the bank will send a letter to the client's address, informing the client that the account will be closed.

23.5 Once the dormant account is closed, no interest will accrue to the account.

24 CLIENT'S RIGHTS

- 24.1 To the extent that the act is applicable to this agreement, the client has the right to:
- 24.1.1 resolve a complaint by way of alternative dispute resolution;
- 24.1.2 file a complaint with the National Credit Regulator; or
- 24.1.3 make an application to the tribunal, provided that any such right is exercised in accordance with the act.
- 24.2 The National Credit Regulator can be contacted at:
- Tel: 011 554 2600 or 0860 627 627
- Fax: 011 554 2772
- Email: info@NCR.org.za
- Physical address: 127 15th Road, Randjies Park, Halfway House, 1685
- Postal address: PO Box 209, Halfway House, 1685
- 24.3 The National Consumer Tribunal can be contacted at:
- Tel: 012 394 1450 or 012 394 1721
- Fax: 012 394 2450
- Email: nct@THEDTI.gov.za
- Physical address: 77 Meintjies Street, Sunnyside, Pretoria, 0002
- Postal address: Private Bag X48, Pretoria, 0002
- 24.4 The Ombud for Banking Services can be contacted at:
- Tel: 011 838 0035 or 0860 800 900
- Fax: 011 838 0043
- Email: info@obssa.co.za
- Physical address: 28 Harrison Street, 5th floor, JCI Buildings, Marshalltown, 2001
- Postal address: PO Box 5728, Johannesburg, 2000
- 24.5 The client may dispute all or part of any particular credit or debit entered on the account in terms of the agreement by delivering a written notice to the bank, whereupon the bank will give the client written notice either explaining the entry in reasonable detail or confirming that the statement was in error either in whole or in part, and setting out the revised entry.
- 24.6 To the extent that the act applies to this agreement, the bank will advise the client in terms of the act, before any prescribed adverse information concerning the client is reported to a credit bureau and will provide a copy of that information to the client upon written request.

25 CREDIT BUREAU INFORMATION

- 25.1 To the extent that the act is applicable to the agreement, the bank hereby informs the client that it supplies consumer credit information to the credit bureaus, and in this regard:
- 25.1.1 the client confirms that the bank may transmit to the credit bureaus data about the application, opening and termination of an account by the client;
- 25.1.2 the client acknowledges that information on non-compliance with the terms and conditions of the agreement is transferred to the credit bureaus; and
- 25.1.3 the credit bureaus provide a credit profile and possibly credit scores on the creditworthiness of the client, subject to the credit record.
- 25.2 The client has the right to have the credit record disclosed and to correct inaccurate information.
- 25.3 The client may contact the credit bureaus at:
- 25.3.1 Transunion ITC
- Tel: 0861 482 4820 or 011 214 6000
- Fax: 0866 701 737 or 011 388 2454
- Email: disputeinfo@transunion.co.za
- Physical address: Wanderers Office Park, 52 Corlett Drive, Illovo, Johannesburg, 2000
- Postal address: PO Box 4522, Johannesburg, 2000
- 25.3.2 Experian (Pty) Ltd (Headoffice)
- Tel: 086 110 5665
- Fax: 011 463 3988
- Email: info@experian.co.za
- Physical address: Experian House, The Ambridge Office Park, Vrede Avenue, Douglasdale, 2191
- Postal address: PO Box 98183, Sloane Park, 2152

26 CERTIFICATE

To the extent permitted by the act, the nature and amount of the client's indebtedness to the bank in terms of the agreement, as well as the interest rate payable in respect thereof, will at any time be determined and proved by a written certificate purporting to have been signed by a manager of the bank for the time being, whose capacity or authority it will not be necessary to prove, which certificate will upon the mere production thereof be binding on the client and be prima facie proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against the client, and will be valid as a liquid document against the client in any competent court.

27 GENERAL TERMS

- 27.1 Before opening an account the bank is entitled to follow up references or otherwise satisfy itself of the client's identity and suitability as an accountholder. The bank is entitled to refuse to open an account or accept a deposit.

- 27.2 The client hereby agrees that the bank is entitled to combine any or all accounts the client may have with the bank, without notifying the client thereof. However, if the bank combines only some of these accounts, the bank will still have the right to claim from the client any amount in respect of an account that is not part of the combined accounts.
- 27.3 These terms and conditions read with the application, as amended or replaced by the bank from time to time, together with any other additional terms and conditions, as amended or replaced by the bank from time to time, form the whole agreement between the parties in connection with the client's current account.
- 27.4 Product specifications, as amended by the bank from time to time, apply to the agreement.
- 27.5 Any latitude, indulgence or extension of time granted by the bank to the client does not constitute a novation or waiver of the bank's rights in terms of these terms and conditions. The failure by any party to enforce any provision of the agreement will not in any way affect that party's right to require performance of the provision at any time in the future.
- 27.6 Any amendment of the terms and conditions does not constitute a novation of the agreement or of any previous obligation by the client to the bank.
- 27.7 The bank is entitled to change any of the terms and conditions contained in the agreement at any time. The bank will give notice of material changes by notices in the branches of the bank.
- 27.8 The agreement will be governed in accordance with the laws of the Republic of South Africa.

28 ACKNOWLEDGEMENT, CONFIRMATION AND CONSENT

- 28.1 The client warrants that he has fully and truthfully answered all questions and responded to requests for information by the bank relating to the agreement.
- 28.2 The client confirms that he understands and appreciates the risks and costs inherent in the agreement, as well as his rights and obligations under the agreement.

[version 15Jun2011 | SD 2]