

Focus Account Online Wealth Services

▶ Terms and Conditions



NEDBANK
PRIVATE WEALTH

Focus Account Online Wealth Services Terms and Conditions

These **Terms** apply to all clients who use our **Online Wealth Services**.

1. Introduction

- 1.1 These **Terms** set out the terms and conditions on which **we** agree to provide **you** with, and **you** may use, our **Online Wealth Services**. **You** can ask **us** for a copy of the **Terms** at any time.
- 1.2 Where a word or expression used in the **Terms** is in **bold**, it indicates that it has a special meaning, and these are explained in the definitions in Annexure 1.
- 1.3 These **Terms**, together with the **Focus Terms** and **your Online Wealth Services Application** and/or the **Account Application** (as applicable), form part of **your** agreement with **us**. If there is a conflict between these **Terms** and the **Focus Terms**, the **Focus Terms** will prevail.
- 1.4 **You** should read these **Terms** together with the **Focus Terms** carefully as they also apply as part of the **Agreement** and contain important information about what **you** can expect from **us** and what **we** will ask **you** to do when **you** use or apply as part of the **Agreement** and **Online Wealth Services**.
- 1.5 Some of the **Terms** in this document will only apply to the **App**, and some will only apply to the website services. **We** have explained this at the start of the relevant **Term**. This means that how the **Terms** apply to **you** will depend on whether **you** access the **Online Wealth Services** through the **App** or through the website.
- 1.6 Unless the **Terms** expressly tell **you** otherwise, these **Terms** do not change the **Focus Terms** that apply to the **Banking Services** and **Investment Services** we provide to **you** through **your Focus Account**.
- 1.7 Where **we** have asked **you** to tell **us** something "in writing", this includes email unless these **Terms** say otherwise.
- 1.8 **We** may deliver important information to **you** through the **Online Wealth Services**. **You** should read any messages carefully each time **you** log in to the **Online Wealth Services**.

2. Who we are and our authorisation

Nedbank Private Wealth is a registered trade name of Nedbank Private Wealth Limited, a company registered in the Isle of Man.

2.1 Isle of Man

- 2.1.1 **Our** head office is in the Isle of Man. In these **Terms** we refer to this as **our** Isle of Man Office. The address is 20 Hill Street, St Mary's Court, Douglas, Isle of Man, IM1 1EU. The telephone number is + 44 (0) 1624 645000.
- 2.1.2 Nedbank Private Wealth Limited is licensed by the Isle of Man Financial Services Authority to conduct deposit-taking and investment business.
- 2.1.3 The address of the Isle of Man Financial Services Authority is PO Box 58, Finch Hill House, Douglas, Isle of Man IM99 1DT.

2.2 London office

- 2.2.1 **Our** London office is a branch of **our** Isle of Man office, and **we** call this **our** London office.
- 2.2.2 **Our** London office is authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of **our** regulation by the PRA are available on request. **We** are entered on the Financial Services Register with firm reference number 313189.
- 2.2.3 The address of the Prudential Regulation Authority is 20 Moorgate, London EC2R 6DA.
- 2.2.4 The address of the Financial Conduct Authority is 12 Endeavour Square, London E20 1JN.

2.3 Jersey office

- 2.3.1 **We** have an office in Jersey which operates as a branch of **our** Isle of Man office. **We** call this **our** Jersey office.
- 2.3.2 **Our** Jersey office is regulated by the Jersey Financial Services Commission to conduct deposit taking and investment business.
- 2.3.3 The address of the Jersey Financial Services Commission is PO Box 267, 14-18 Castle Street, St Helier, Jersey, JE4 8TP, Channel Islands.

3. Online Wealth Services

- 3.1 **You** can access information about **your Focus Account** via **our Online Wealth Services**. Subject to the **Focus Terms** (where appropriate), **you** can also give **us** instructions and use such other functionality as **we** may make available to **you** in relation to **your Focus Accounts** from time to time. The current functionality includes but is not limited to: viewing investments within **your Focus Account**;
 - 3.1.2 viewing statements and/or valuations in respect of **your** Accounts;
 - 3.1.3 viewing transactions in and out of **your** Accounts;
 - 3.1.4 checking the balance of **your** Accounts;
 - 3.1.5 viewing and making foreign currency exchange transactions;
 - 3.1.6 making payments to third parties (including International Payments), where permitted under the **Focus Terms**;
 - 3.1.7 setting up and managing individual payees;
 - 3.1.8 transferring money between **your Bank Accounts** over which **you** have transactional online access;
 - 3.1.9 viewing the performance of investment portfolios managed by Nedbank Private Wealth on **your** behalf;
 - 3.1.10 viewing **your Visa PIN details**;
 - 3.1.11 reporting **your** Visa card lost or stolen;
 - 3.1.12 blocking, cancelling, and ordering replacement Visa cards;
 - 3.1.13 opting to receive notifications of Visa transactions; and
 - 3.1.14 blocking Visa card usage in certain geographical regions.
- 3.2 **We** may replace, change, remove or add to the range of services that **you** can access through **our Online Wealth Services** by giving **you** reasonable notice.
- 3.3 **We** will provide the **Online Wealth Services** to **you** if **we** accept **your** application to receive the services. However, **we** do not guarantee continuous availability of the services. At times, the **Online Wealth Services** may be partially or fully unavailable or slow due to updates, maintenance, repairs, and other reasons outside **our** control. **We** will not be responsible to **you** for any losses **you** suffer because of such unavailability or slow performance.
- 3.4 **You** must not use **our Online Wealth Services** or any other software **we** provide to do anything illegal, inappropriate, or inconsistent with these **Terms**. For example, **you** must not upload or store images or other content that breach the rights of others or are inappropriate. **You** also must not use **our Online Wealth Services** in a way that could damage **our** systems or affect other users, for example by modifying the **App**, inserting malicious code or software, or hacking into the **App** or **our** systems. **You** must not try to copy, reproduce, modify, or tamper with **our Online Wealth Services** in any way or make income by using it.
- 3.5 **We**, or **our** group company and/or licensors own the intellectual property rights in the **App** and the **Online Wealth Services**. **We** do not grant **you** any licences or permissions to the use of such intellectual property rights, except as expressly set out in these **Terms**.

4. Registering for our Online Wealth Services

- 4.1 **You** must be at least 18 years old and have a **Focus Account** with **us** to use our **Online Wealth Services**.
- 4.2 **You** must complete either an **Account Application** (if **you** wish to set up a new **Focus Account**) or our **Online Wealth Services Application** (if **you** already have a **Focus Account** and wish to receive our **Online Wealth Services**) and return it to **us** to apply to use our **Online Wealth Services**. **You** can find the application forms at www.nedbankprivatewealth.com. By signing the **Account Application** and returning it to **us**, or apply for a **Focus Account** online, or successfully submitting the **Online Wealth Services Form** online, **you** are agreeing to be bound by these **Terms**.
- 4.3 **You** must provide **us** with a valid email address and a mobile telephone number. **You** must notify **us** immediately if **you** change **your** email address or **your** mobile telephone number. If **you** do not notify **us**, **you** may not be able to access the **Online Wealth Services**.
- 4.4 **We** may, acting reasonably, refuse to register **you** for our **Online Wealth Services**.
- 4.5 If **we** accept **your** application for **Online Wealth Services**, **we** will send **you** the security details that **you** need to access the **Online Wealth Services**. **You** will have to take additional security steps before **you** can use the **App**. **You** must keep the security details secure, and **you** must not write them down or disclose them to any other person.
- 4.6 If **you** have a **Joint Account**:
- 4.6.1 Each individual **Joint Account** holder can have separate access to the **Online Wealth Services**. Each **Joint Account** holder that wishes to have access to the **Online Wealth Services** must complete the **Account Application** or **Online Wealth Services Application** and provide an individual email address.
- 4.6.2 **We** do not provide **Online Wealth Services** to where two or more **Joint Account** holders are required to give **us** instructions to operate the **Focus Account**.

5. Using the App

This section only applies to our **App**.

- 5.1 **We** will only provide **you** with our **App** if **you** are already registered for our **Online Wealth Services**.
- 5.2 **You** can access the **App** by downloading the latest version of the **App** from the Apple App Store or the Google Play Store onto **your** tablet, mobile or other device. **You** must not download the **App** from anywhere else. When **you** have downloaded the **App** **you** must read the **Terms**. **You** will be bound by these **Terms** when **you** click the "ACCEPT" button.
- 5.3 When **you** access the **App** **we** give **you** a non-transferable, non-exclusive right to use the **App**. By using the **App**, **you** agree that:
- 5.3.1 **you** are only permitted to use the **App** on a device which is registered via the **App** and belongs to **you** and is under **your** control, and **you** will register each device separately;
- 5.3.2 **you** are only permitted to use the **App** for the **Online Wealth Services**;
- 5.3.3 **you** must not transfer the **App** to anyone else or allow anyone else to access the **App** using the **App** downloaded onto any of **your** devices; and
- 5.3.4 **you** will not seek to copy, reproduce, modify, or tamper with the **App** in any way.
- 5.4 When **you** install the **App** **you** must activate the **Online Wealth Services**. **You** can do this by entering the online credentials and associated security credentials **we** provided **you** with when **you** registered for the **Online Wealth Services**. **We** will confirm to **you** when **you** can use the **App**.
- 5.5 **You** must choose a **PIN** to allow **you** to access the **App** securely. **You** must not choose a number that is easy for someone else to guess, for example **your** birthday. **You** must keep the details of **your** **PIN** secure, and **you** must not tell anyone else **your** **PIN** or write it down.

- 5.6 **You** must not download the **App** to a device where the security features may have been changed, for example a jail-broken or rooted device. Jail-broken or rooted means that the device has deliberately had its security settings changed, making it less secure and more vulnerable to fraudulent attacks. **We** may prevent **you** from downloading or using the **App** if **we** suspect that the security features on **your** device have been changed in any way.
- 5.7 **We** may update the **App**. If **you** accept notifications from the **App** **we** will display a message on the screen of **your** device when there is a new version available for **you** to download. **You** should ensure that **you** are always using the latest version of the **App**. If **you** do not, the **App** may not function correctly and there may be a risk to **your** data and personal information. **We** recommend that **you** accept notifications from the **App**. **We** will not be responsible to **you** for any loss that **you** suffer if **you** do not use the latest version of the **App**.

6. Accessing our Online Wealth Services

- 6.1 **We** will ask **you** to confirm **your** identity before **we** will allow **you** to access **your** **Focus Account**. **We** will do this each time **you** log in to our **Online Wealth Services** via website or the **App**. **You** will not be able to access the **Online Wealth Services** if **you** do not enter the correct details or if **we** cannot verify **your** identity.
- 6.2 **You** must verify **your** identity using the methods and checks that **we** use. These may include security details **we** have given **you**, **your** **PIN** or password, security features enabled on **your** device, memorable data, a one-time password issued by a hardware or software token or biometric tools. **We** may change these requirements.
- 6.3 **We** will not be responsible to **you** if the **Online Wealth Services** (website or **App**) is not compatible with **your** browser or device. **We** will provide **you** with information on suitable devices if **you** ask **us**. How the **Online Wealth Services** are displayed and the content available to **you** may differ between devices and browsers.

7. Making transfers and payments

- 7.1 When **you** log in to our **Online Wealth Services** **you** can, if permitted under the **Focus Terms** move money to another **Bank Account** **you** have within **your** **Focus Account** if the **Bank Account** **you** are transferring money to is in the same currency as the **Bank Account** **you** are making the transfer from. **You** can also, if permitted under the **Focus Terms**, make a payment to bank accounts held with other financial institutions.
- 7.2 **You** must check that **your** payment instructions are correct, and **we** will ask **you** to confirm this. Once **you** have confirmed the information is correct, **we** will make the payment. Further details about how **we** send payments, and the timescales are described in our **Payments Services Guide** which is available on our website www.nedbankprivatewealth.com.
- 7.3 As part of our payment authentication process, **we** may also ask **you** to verify the payment or transfer before **we** make it. This may be by confirming a verification code sent by SMS to **your** mobile telephone number or using a hardware token. **We** can also confirm payments using other methods, including contacting **you** by telephone, secure message or email.
- 7.4 **We** may be delayed in carrying out **your** payment instruction if **we** have to conduct additional checks such as for fraud prevention.

8. Keeping your Focus Account and information safe.

- 8.1 Using the **Online Wealth Services** gives **you** access to **your** **Focus Account**. To keep **your** **Focus Account** safe, **you** must not give anyone **your** security details or allow them to log in to the **Online Wealth Services** using **your** devices as this will give them access to **your** **Focus Account**. If **you** let someone access **your** **Focus Account**, **you** will be responsible for their actions, and **we** may not reimburse **you** for transactions that have been made from **your** **Focus Account**.
- 8.2 **We** will never send **you** an email or SMS or telephone **you** to ask **you** for any of **your** security details, including **your** password or **PIN**. **You** must not disclose **your** security details to anyone.
- 8.3 **You** are responsible for the device **you** use to access our **Online Wealth**

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Services. You must keep **your** device secure and close the **App** or browser when **you** are not using it. **We** will not be responsible to **you** for any loss that **you** suffer caused by any defect in the device **you** use. **You** agree that **you** will not:

- 8.3.1 leave **your** device unattended or accessible to a third party while **you** are logged in to the **Online Wealth Services**; or
- 8.3.2 save **your** security details on **your** device; or
- 8.3.3 sell or pass on **your** device to another person without first uninstalling the **App**.
- 8.4 If **you** do not want to use the **App** **you** must promptly uninstall the **App** from **your** device. **We** will de-register a device if **we** become aware that **you** have not accessed the **Online Wealth Services** via a registered device for 12 months or more.
- 8.5 If **your** device is lost or stolen or if **you** suspect that anyone else has accessed the **Online Wealth Services** or may know **your** security details or **your** PIN **you** must contact **us** immediately by telephoning **us** at our Isle of Man Office on +44 1624 645000, during business hours. For business hours please refer to our website. **You** must also promptly change **your** security details. Whether **you** are entitled to a refund for any transactions made using **Online Wealth Services** depends on the circumstances. **We** have set out the position in the table below.

(a)	If you have acted fraudulently.	You will be liable for all losses and will not be entitled to a refund in any circumstances.
(b)	If (a) does not apply, but you have failed to comply with your obligations under these Terms intentionally or recklessly.	You will not be liable for losses incurred after the date you notified us, and we will refund you for any unauthorised payments made after that date. You will be liable for all losses up until the point that you notify us, in accordance with Term 8.5, that your device has been lost or stolen or that someone else knows your security details or your PIN.
(c)	If (a) does not apply, but someone else has used Online Wealth Services to make a payment at a distance where you do not need to be present (except for in the case of financial services, gambling or lottery payments).	We will refund you for any unauthorised payments.
(d)	In any other situation not listed above.	We will refund you for any unauthorised payments except we may ask you to pay up to £35, if we feel that you should reasonably have known that your device had been lost, stolen or misappropriated or you suspected that anyone else had accessed the Online Wealth Services , or may have known your security details or your PIN.

- 8.6 **We** have safeguards to protect **your** **Focus Account** and the details that **you** use to access the **Online Wealth Services**. **We** will take all reasonable steps to prevent security breaches in respect of the **Online Wealth Services**. However, any information that **you** send to **us** over an unsecured link or communication system can be intercepted or accessed by a third party. **We** will not be responsible to **you** for any loss that **you** suffer because of this.

9. Charges

- 9.1 **We** will not charge **you** for using **our** **Online Wealth Services**. However, **your** network operator or **your** internet provider may charge **you** for using the internet to access these services.
- 9.2 **You** will have to pay the charges set out in the **Focus Terms** and **Tariff of Charges** will to the **Banking Services** and **Investment Services** **you** carry out using **our** **Online Wealth Services**.

10. Restrictions on the use of our Online Wealth Services abroad

- 10.1 **Our** **Online Wealth Services** can be accessed when **you** are within the Isle of Man, the Channel Islands, or the UK. If **you** access or use **our** **Online Wealth Services** outside of these countries it is **your** responsibility to find out if it is lawful to access or use **our** **Online Wealth Services** in that country. **You** are responsible for complying with all local laws and **we** will not be responsible to **you** for any loss **you** suffer if **you** break any local law.

11. Privacy Policy

- 11.1 When **you** accept the **Terms** **you** agree that **we** may collect and process **your** personal information to provide **you** with the **Online Wealth Services**.
- 11.2 **Our** **Privacy Policy** and Legal Notices section of **our** website describes how **we** will use **your** personal information and how **we** use cookies. **We** use cookies to verify **your** identity when **you** log in to the **Online Wealth Services**. If **you** want to disable cookies, **you** will not be able to use **the** **Online Wealth Services**
- 11.3 **You** must read **our** **Privacy Policy** and Legal Notices, which are available at:

<https://nedbankprivatewealth.com/privacy-policy/>
<https://nedbankprivatewealth.com/legal-notice/>

12. Changes we can make to these Terms

- 12.1 **We** may change these **Terms** (including changes to functionality or the services **we** provide via the **Online Wealth Services**) for any reason. For example, **we** can change these **Terms** to reflect changes to the systems or technology **we** use to run **our** business or for legal, regulatory or security reasons.
- 12.2 **We** will provide **you** with at least 30 days' notice in advance of making any changes to these **Terms** unless **we** are required to implement such changes earlier for legal, regulatory or security reasons. **We** may also make changes to these **Terms**, without giving **you** prior notice, which are to **your** advantage or have no detrimental effect on **you**.
- 12.3 **We** will tell **you** of the changes by sending **you** an email, push notification, SMS message, or by displaying a message next time **you** log in to **our** website or **App**. If **you** do not want to accept a change, **you** may end this **Agreement**.
- 12.4 Sometimes **we** may make a change that **we** will ask **you** to agree to. **We** will do this by sending **you** a message on the screen when **you** log in to the website or **App**. If **you** do not agree to the change, **you** will not be able to continue using the **Online Wealth Services** and this **Agreement** will end.

13. If things go wrong

- 13.1 **Our Focus Terms** set out where **we** have responsibility to reimburse **you** for money that **you** have lost and where **we** will make good a loss **you** have suffered that is caused by something **we** have done wrong.
- 13.2 However, **we** will not be responsible for things that are out of **our** control or are caused by how **your** device works. For example, **we** will not be responsible if **we** are unable to provide the **Online Wealth Services** because of something that a third party has done. **We** will also not be responsible if **you** use the **Online Wealth Services** in a manner that is illegal, not in compliance with these **Terms** or if **you** use the **Online Wealth Services** outside the Isle of Man, the Channel Islands, and the United Kingdom.
- 13.3 If **you** break the **Terms** of this **Agreement** **you** will be responsible for the damage **you** cause to **us** and **you** must reimburse **us** for any loss **we** suffer, including (without limitation) where such loss is caused by:
- 13.3.1 malware on **your** devices that affect the security of the **Online Wealth Services**
 - 13.3.2 modifications to the **App**;
 - 13.3.3 misusing the **Online Wealth Services**;
 - 13.3.4 developing functionally similar software or allowing another person to do this;
 - 13.3.5 reverse engineering, adapting, modifying, or copying the **App** or software, or allowing another person to do these things;
 - 13.3.6 inserting malicious code or hacking into the **App** or **our** systems;
 - 13.3.7 storing, or otherwise compromising, **your** security details on **your** device;
 - 13.3.8 **you** using a device where the security features have been modified or compromised in anyway, including jailbroken or rooted devices; or
 - 13.3.9 **you** accessing or using **our Online Wealth Services** outside the Isle of Man, the Channel Islands, or the United Kingdom otherwise than in compliance with all local laws.

14. Suspending or terminating the Online Wealth Services

- 14.1 **You** can end the **Agreement** and ask **us** to stop providing **you** with the **Online Wealth Services** at any time without giving **us** any reason. **We** may ask **you** to confirm this in writing.
- 14.2 If **you** do not use the **Online Wealth Services** for 12 months or more, **we** may remove **your** access to the services and terminate this **Agreement**. If **we** do this, subject to these **Terms**, **you** can re-register for the services at any time in the future.
- 14.3 **We** can suspend, restrict, or end **your** access to the **Online Wealth Services** immediately if **we** reasonably think this is necessary because:
- 14.3.1 **our Agreement** under the **Focus Terms** has ended;
 - 14.3.2 of maintenance or security reasons;
 - 14.3.3 **we** do not recognise the device that **you** are using, or **we** suspect **your** device has been modified or is being used in an unusual way;
 - 14.3.4 **you** are using an out-of-date browser or **App** **we** no longer support;
 - 14.3.5 **you** have given **us** any false information;
 - 14.3.6 **you** were not entitled to open the **Focus Account**;
 - 14.3.7 **you** behave in a threatening, abusive, or other improper way towards **our** staff;
 - 14.3.8 **you** repeatedly or seriously break this **Agreement** in any way; or
 - 14.3.9 **we** are required to stop providing these services for any legal or regulatory reason.

- 14.4 **We** will normally try to let **you** know before **we** suspend, restrict, or end **your** access to the **Online Wealth Services**. However, **we** may not always be able to do this, for example if it would compromise **our** security or for legal or regulatory reasons.
- 14.5 If **we** have suspended **your** access to the **Online Wealth Services** because **you** have entered the incorrect security details or **we** cannot otherwise verify **your** identity, **you** can reset **your** security details by contacting the customer service team at **our** Isle of Man Office on +44 1624 645000, during business hours. For business hours please refer to our website.
- 14.6 If either **you** or **we** terminate this **Agreement** **we** may ask **you** to return to **us** any security device that **we** have provided to **you**, if any, and **you** must delete all copies of the **App** from any devices where **you** have installed it.
- 14.7 **We** will give **you** 60 days' notice if **we** are going to end the **Online Wealth Services** unless **we** have terminated **our Agreement** with **you** under the **Focus Terms**, or pursuant to Term 14.3.

15. Data retention

- 15.1 **We** may delete information, statements, messages, and other data accessible via the **Online Wealth Services** after seven years from the date it was created. If any of this material or data is important to **you** or **you** may need to access it in the future **you** should save it onto **your** own equipment or print a paper copy.

16. Complaints

- 16.1 If **you** have a complaint, please contact **us** and **we** will try to resolve the problem. If **you** are still dissatisfied, **you** may be able to refer **your** complaint to the relevant Financial Ombudsman Service in the jurisdiction in which **your Focus Account** was opened. Full details of how to complain to **us** and how to contact the relevant Financial Ombudsman Services are set out in the **Focus Terms**.
- 16.2 If **you** opened **your Focus Account** through the London office and **we** are not able to resolve **your** complaint as an alternative to contacting the UK Financial Ombudsman Service directly **yourself** **you** may be able to submit a claim through the European Online Dispute Resolution Platform. This platform will then send **your** complaint to the UK Financial Ombudsman Service for an independent review. Further information about who is eligible to claim through this service and about this service is available at www.ec.europa.eu/consumers/odr/

17. Governing Law

- 17.1 **Our** dealings with **you** and these **Terms** are governed by Isle of Man law if **you** have a **Focus Account** with the Isle of Man office, Jersey law if **you** have a **Focus Account** with the Jersey office and English law if **you** have a **Focus Account** with the London office.
- 17.2 The following courts will have jurisdiction over any matter arising under or in connection with the **Online Wealth Services**:
- 17.2.1 if **you** have a **Focus Account** with the Isle of Man office, the Isle of Man courts;
 - 17.2.2 if **you** have a **Focus Account** with the London office, the English courts; and
 - 17.2.3 if **you** have a **Focus Account** with the Jersey office, the Jersey courts.

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Annexure 1 Definitions

In these **Terms**:

Account Application means the application form completed by **you** asking **us** to provide **you** with **Banking Services** and, where requested, **Investment Services** and / or **Online Wealth Services**.

Agreement means **our Agreement** with **you** under which **we** agree to provide **you** with **our Online Wealth Services**, and which consists of these **Terms**, as amended from time to time, together with the application that **you** complete in order to receive the **Online Wealth Services**.

App means the Nedbank Private Wealth **App** which **you** can download from the Apple **App** store or the Google Play Store that allows **you** to access **your Focus Account** using a computer, tablet, mobile phone, or other device.

Bank Account means the bank account or bank accounts opened by **us** for **you** to provide **you** with the **Banking Services**.

Banking Services means the banking services **we** have agreed to provide to **you** from time to time through **your Focus Account**.

Business Day means any day other than a Saturday or Sunday or a public holiday in the Isle of Man and/or Jersey and/or the UK, as appropriate.

Focus Account is the overarching term **we** use to refer to any accounts or services that **we** have agreed to provide **you** with under the **Focus Terms**, including range of **Banking Services** and **Investment Services**.

Focus Terms means the terms and conditions, setting out the **Agreement** between **you** and **us**, as amended from time to time, in relation to **your Focus Account**.

Investment Service(s) means the discretionary investment management service, the advisory service, the execution-only service and/or the custody service **we** have agreed to provide to **you** from time to time through **your Focus Account**.

Joint Account means a **Focus Account** held in the joint names of two or more persons. This includes personal customers, trustees, partners, directors or officers of an unincorporated society, club, or other association.

Online Wealth Services Application means the application **you** complete to access **our Online Wealth Services**.

Online Wealth Services means the online services that **you** have requested and that **we** have agreed to provide to **you** under these **Terms** which allow **you** to view and operate **your Focus Account** by accessing **our** website or **our App**.

PIN means the Personal Identification Number used in the **App**.

Privacy Policy means **our** policy regarding how **we** use and hold **your** personal data and **your** rights in relation to the same. **Our Privacy Policy** is available to view at <https://nedbankprivatewealth.com/privacy-policy/>

Tariff of Charges means the tariff of charges applicable to the **Focus Account** **we** provide to **you**. The most up-to-date **Tariff of Charges** is available on **our** website at www.nedbankprivatewealth.com.

Terms means these terms and conditions, as amended, or updated.

Us/ we/ our means Nedbank Private Wealth Limited.

You/ your/ yours means **you**, a client of **ours**, and where **you** are a **Joint Account** holder, each of **you**.

The singular includes the plural and the other way around.

Important Information

Nedbank Private Wealth Limited, Isle of Man

Registered office: St Mary's Court, 20 Hill Street, Douglas, Isle of Man, IM1 1EU, British Isles. Licensed by the Isle of Man Financial Services Authority.

Nedbank Private Wealth Limited, London Office

Principal place of business: Seventh Floor, 12 Arthur Street, London EC4R 9AB, United Kingdom. Registered in England and Wales with company number FC028704.

Authorised and regulated by the Isle of Man Financial Services Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Nedbank Private Wealth Limited is entered on the Financial Services Register under registration number 313189.

Nedbank Private Wealth Limited, Jersey Office

Principal place of business: 31 The Esplanade, St Helier, Jersey JE1 1FB, Channel Islands. Regulated by the Jersey Financial Services Commission.



Get in touch

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Not all products and services are available in all jurisdictions. Legislation or regulations in your home jurisdiction may prohibit you from becoming a client. We reserve the right to make the final determination on whether you are eligible for particular products and services, or to become a client.

Nedbank Private Wealth is a registered trade name of Nedbank Private Wealth Limited.

The parent of Nedbank Private Wealth is Nedbank Group Limited, which is incorporated in South Africa and is regulated by the South African Reserve Bank.

The latest audited report and accounts, and details of Nedbank Private Wealth Limited's credit rating are available at www.nedbankprivatewealth.com

Nedbank Private Wealth Limited is licensed by the Isle of Man Financial Services Authority. Registered office: St Mary's Court 20 Hill Street Douglas Isle of Man.

The Jersey branch is regulated by the Jersey Financial Services Commission.

The London branch is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration No: 313189.

The UAE representative office in Dubai is licensed by the Central Bank of UAE.

Representation in South Africa is through Nedbank Limited. Registered in South Africa with Registration No 1951/000009/06, an authorised financial services and registered credit provider (NCRCP16). 01/26 C6o