

Professional Online Banking Services

Terms and conditions



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These **Terms** apply to all **Account Holders** and **Third Parties** who use our Professional Online Banking Services (**POBS**).

Throughout these **Terms** we use the defined term "**User**" to mean an individual who is authorised to access the **POBS**. "**Users**" will include all individuals nominated by **Account Holders** or **Third Parties** to have access to the **POBS**.

Account Holders and **Third Parties** must ensure that any **User** nominated by them reads, and abides by, these **Terms** (copies of which can be obtained from www.nedbankprivatewealth.com).

1. Introduction

- 1.1 These **Terms** set out the terms and conditions on which we agree to provide access to and use of the **POBS**.
- 1.2 Where a word or expression used in the **Terms** is in bold, it indicates that it has a special meaning, as set out in the definitions contained in Annexure 1.
- 1.3 Where you are an **Account Holder**, these **Terms** together with the **Focus Account** Application or **POBS** Application Form; the **POBS** Authority to Disclose to a **Third Party** Form (where applicable); and the **Focus Terms** form our **Agreement**. If there is a conflict between these **Terms** and the **Focus Terms**, the **Focus Terms** will prevail.
- 1.4 Where you are a **Third Party**, these **Terms** together with the **POBS** Application (View-Only) Form form our **Agreement**. You also agree to be bound by the **Focus Terms** to the extent that they are applicable to you. If there is a conflict between these **Terms** and the **Focus Terms**, the **Focus Terms** will prevail.
- 1.5 These **Terms**, together with the **Focus Terms**, contain important information about the functionality of the **POBS**, the basis on which we provide this service, and the obligations attaching to all parties using the **POBS**. **Account Holders** and **Third Parties** must procure that their **Users** read, and abide by, these **Terms**.
- 1.6 Where notification is required "in writing" under these **Terms**, this includes email unless specified to the contrary in these **Terms**.

2. Who we are and what we do

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.

2.1.2 Our Isle of Man Office is licensed by the Isle of Man Financial Services Authority.

2.2 Our London Branch

2.2.1 We have a branch in the United Kingdom. In these **Terms** we refer to this branch as our London Branch.

2.2.2 Our London branch is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration No: 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, Stratford, London E20 1JN.

2.3 Our Jersey Branch

2.3.1 We have a branch in Jersey. In these **Terms** we refer to this branch as our Jersey Branch.

2.3.2 Our Jersey Branch is regulated by the Jersey Financial Services Commission to conduct deposit taking and investment business.

3. Overview of the **POBS**

- 3.1 The **POBS** allows **Users** to access information about the **Focus Account(s)** to which they have viewing rights. Depending upon the permissions that have been granted, and subject to the **Focus Terms**, **Users** may also be able to give instructions to us and use such other functionality as we (in our absolute discretion) may make available from time to time. The current functionality may include (but is not limited to):

3.1.1 client enquiry function;

3.1.2 transfer function;

3.1.3 foreign exchange function;

3.1.4 payments function; and

3.1.5 reporting services function.

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- 3.2 Further detail regarding the current functionality of the **POBS**, (including descriptions of the above functions) is contained in the **POBS** Factsheet which is available from us upon request. **Users** may not be granted access to all services.
- 3.3 We reserve the right to replace, change, remove or add to the range of services available through the **POBS** at any time.
- 3.4 Whilst we will make reasonable efforts to provide the agreed **POBS** access to each **User**, we do not guarantee continuous availability. From time to time due to updates, maintenance, repairs, and other reasons the **POBS** may be unavailable or slow for a period of time. We will not be responsible for any losses resulting if this is the case.
- 3.5 You agree to ensure that each **User** has read, and has agreed to abide by, these **Terms** in their use of the **POBS**.
- 3.6 **Users** must not use the **POBS** or any other software we provide to:
 - 3.6.1 do anything illegal;
 - 3.6.2 upload or store images or other content that breach the rights of others or are inappropriate;
 - 3.6.3 use it in a way that could damage our systems or affect other **Users**; or
 - 3.6.4 make income by exploiting the use of the **POBS**.
- 3.7 The intellectual property rights in the **POBS** are owned by Nedbank Private Wealth, its group companies and/or licensors. No licences or permissions are granted in relation to the use of such intellectual property rights, except as expressly set out in these **Terms**.

4. **Account Holders** registering for the **POBS**

This section applies to **Account Holders** who wish to apply for their **Users** to have transactional or view-only access to their **Focus Account(s)** via the **POBS**, or wish to nominate a **Third Party** in respect of their **Focus Account(s)**.

- 4.1 You are able to apply for access to the **POBS** in the following ways:
 - 4.1.1 If you are opening a new **Focus Account** and require your **Users** to have access to the **POBS** in relation to that **Focus Account**, you are able to specify this within the **Focus Account** Application.
 - 4.1.2 If you already have one or more **Focus Account(s)** and require your **Users** to have access to the **POBS** for those accounts you must complete, sign and return the **POBS** Application Form.
 - 4.1.3 If you wish for a **Third Party** to be able to nominate **Users** for view-only access to your **Focus Accounts** via the **POBS** you must complete and sign a **POBS** Authority to Disclose to a **Third Party** Form. This can be returned by you, or by the relevant **Third Party**.
- 4.2 The forms are available at www.nedbankprivatewealth.com. By returning the relevant signed form you agree to be bound by these **Terms** and undertake to procure that your **Users** will abide by these **Terms**.
- 4.3 Where you apply for access to **POBS** for your **Users** via the **Focus Account** Application or **POBS** Application Form:
 - 4.3.1 it is your responsibility to:
 - (a) specify the "authorisation option" required;
 - (b) correctly define the personnel who are to be "inputters" "verifiers" and "authorisers" (where required);
 - (c) specify any payment limits required; and
 - (d) make sure that all authorisations and payment limits requested are in line with the current Bank Account mandate for the relevant **Focus Account**.
 - 4.3.2 you must provide us with the contact details of a dedicated System Security Manager and (where applicable) an Alternate System Security Manager, to whom we will:
 - (a) provide the initial system access passwords and authenticators for use by your nominated **Users**; and
 - (b) communicate regarding system access issues.
- 4.4 Access to the **POBS** is at our discretion. We may, without giving any reason, refuse to allow access to **POBS** in respect of any **Focus Account**, **Account Holder** or **User** and/or may refuse any application to nominate a **Third Party**. We may restrict the number of **Users** in certain circumstances.
- 4.5 Requests for new **Users** or amendments to existing **Users** or changes to authorisation options or payment limits should be authorised by you, in writing, in line with your existing mandate and notified to us via your System Security Manager or Alternate System Security Manager in the format specified by us from time to time.
- 4.6 You must inform us immediately in writing, via your System Security Manager or Alternate System Security Manager, should you wish to suspend or terminate **POBS** access to your **Focus Account(s)** in respect of any **User** or any previously nominated **Third Party**.

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- 4.7 Clearly inform us otherwise in writing, we are entitled to assume that:
- 4.7.1 you require all **Users** to continue to be able to access your **Focus Account(s)** via **POBS** with the agreed functionality in relation to authorisation options and payment limits; and/or
 - 4.7.2 you require all nominated **Third Parties** to continue receiving access to your **Focus Account(s)**.
- 4.8 You are responsible for the selection and oversight of all **Users** and **Third Parties**. We will not accept any responsibility for losses caused where:
- 4.8.1 we act upon instructions validly given by a **User**, including (but not limited to) losses caused where you have failed to inform us that a **User** should no longer have access to your **Focus Account**; and/or
 - 4.8.2 we allow access to the **Users** of a **Third Party** nominated by you under these **Terms**, including (but not limited to) losses caused where you have failed to tell us that a **Third Party's** nomination should be terminated.
- 4.9 The **POBS** access and authorisation arrangements specified in the **Focus Account** Application and the **POBS** Application Form will apply to the **POBS** only, and will not change the existing operational mandate that will continue to govern instructions communicated by other means.
5. **Third Parties** registering for the **POBS**
- This section applies where you are a **Third Party** nominated by an **Account Holder**.
- 5.1 If you are a **Third Party** who requires view-only access to the **POBS** in respect of one or more **Focus Account(s)**, you must ensure that each **Account Holder** has signed and returned a **POBS** Application Authority to Disclose to a **Third Party** Form containing your details, and the details of the **Focus Account(s)** to which they wish you to have view-only access.
- 5.2 You must then complete, sign and return the **POBS** Application (View-Only) Form to specify your Initial **Users**, your System Security Manager and your Alternate System Security Manager. This form can only be accepted by us once we have received a **POBS** Authority to Disclose to a **Third Party** Form signed by an **Account Holder**.
- 5.3 You are required to provide us with the contact details of a dedicated System Security Manager and (where applicable) an Alternate System Security Manager, to whom we will:
- 5.3.1 provide the initial system access passwords and authenticators for use by your nominated **Users**; and
 - 5.3.2 communicate regarding system access issues.
- 5.4 The relevant forms are available at www.nedbankprivatewealth.com.
- 5.5 Access to the **POBS** is at our discretion. We may refuse to allow access to any nominated **Third Party** without giving a reason. We may limit the number of **Users** in certain circumstances.
- 5.6 Your **Users'** access to **POBS** in relation to any particular **Focus Account** will be suspended or revoked where this is requested by the **Account Holder**.
- 5.7 Requests for new **Users** or amendments to existing **Users** must be authorised by you, in writing, and notified to us via your System Security Manager or Alternate System Security Manager, in the format specified by us from time to time.
- 5.8 You must inform us immediately in writing, via your System Security Manager or Alternate System Security Manager, should you wish to suspend or terminate **POBS** access to a **Focus Account** in respect of any **User**.
- 5.9 Until you expressly inform us otherwise in writing, we are entitled to assume that you require all **Users** to continue to be able to access the relevant **Focus Account(s)** via **POBS**.
- 5.10 We will not accept any responsibility for losses caused where we allow access to a **User** nominated by you, including (but not limited to) losses caused where you have failed to tell us that a **User's** access to a **Focus Account** should be terminated.
6. Accessing the **POBS**
- 6.1 We will provide a training guide and a copy of these **Terms** to all Initial **Users**. It is your responsibility to ensure that all **Users** subsequently nominated by you are sufficiently trained and have been provided with a copy of these **Terms** by you. We will provide ongoing training or training resources where reasonably requested by you.
- 6.2 Each time a **User** logs on to the **POBS** we will ask for confirmation of identity before allowing access to the relevant **Focus Account(s)**. If the **User** does not enter the correct details, or we are unable to verify the **User's** identity, the **User** will not be able to access the **POBS**.
- 6.3 The **User** must verify his/her identity using the methods and checks that we apply from time to time. These may include (but are not limited to): the security details we have provided; the **User's** **PIN** or password; security features enabled on the **User's** device; memorable data; and/or one-time passwords issued by a hardware or software token or biometric tools. We may change these requirements from time to time.

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- 6.4 You are responsible for ensuring that:
- 6.4.1 your **Users'** browsers, mobiles, tablets or other devices are compatible with **POBS**; and
 - 6.4.2 a **User** is not prevented from accessing **POBS** by any firewall or anti-software device or similar that you have installed.
- 6.5 Each **User** is responsible for ensuring that they have suitable connectivity through an internet service provider, mobile operator or wi-fi to enable access to the **POBS**.
- 6.6 The content available to the **User**, and the manner in which the **POBS** is displayed, may differ between different devices and browsers.
- 6.7 In the event that a **User** is unable to gain access to the **POBS** due to failing to provide the correct security credentials, it is your responsibility to advise us. The initial reporting of system access failure must be made by your System Security Manager or Alternate System Security Manager, and we will contact the affected **User** directly to confirm new security credentials. When notified of a security access failure, we will take reasonable steps to remedy the issue and to reset the **User**.
- 6.8 We will only accept notification of system failures or security credential failures from your System Security Manager or Alternate System Security Manager.
- 6.9 You, and each of your **Users**, are responsible for the security of any authenticators or other security devices provided by us for use with **POBS** and a charge may be levied for any replacements required following loss or damage.
- 6.10 You must immediately return any authenticators or other security devices provided by us when they are no longer required, or when requested by us.
- 6.11 You must inform us immediately upon the loss of any authenticators and/or other security devices provided by us. We will not be responsible for any losses caused by your failure to promptly notify us of a lost device.
7. Making transfers and payments
- This section applies where an **Account Holder** has registered for one or more **Users** to have transactional access to the **POBS**.
- This section does not apply to **Account Holders** or **Third Parties** whose **Users** only have view-only access.
- 7.1 When a **User** logs in to the **POBS**, subject to the authorisation options selected and their permissions, they may be able to:
- 7.1.1 move money to another Bank Account within the same **Focus Account** in the same currency;
 - 7.1.2 move money from a Bank Account in one currency to a Bank Account in another currency (foreign exchange) within the same **Focus Account**
 - 7.1.3 move money to another **Focus Account** at Nedbank (provided that the **Focus Account** is in the same currency); and/or
 - 7.1.4 make a payment to a bank account held at another bank.
- 7.2 When a **User** has provided payment instructions, they will be asked to check them and then confirm that they are correct. Once the **User** has confirmed the information is correct, and subject to the approval of any other **User** nominated as "verifier" or "authoriser", this will instruct us to make the payment.
- 7.3 **Users** must correctly complete all required information fields (and obtain "verifier" and "authoriser" consents where required) in order for a payment instruction to be sent via **POBS**.
- 7.4 **Users** may only input or authorise instructions for payment for amounts within their individual nominated payment limit.
- 7.5 **Users** may only instruct payment instructions where sufficient funds are held in the account
- 7.6 We will not be liable for the non-arrival or late arrival of a payment:
- 7.6.1 where a **User** does not provide the required information or provides inaccurate information via the **POBS**; or
 - 7.6.2 for reasons due to circumstances outside of our reasonable control, including (but not limited to) the breakdown of electronic equipment within our systems, or any other party involved in the payment process.
- 7.7 Further details about payments, including the procedures for making payments; the timescales for doing so; circumstances where we may refuse to make payments, and your and our responsibilities where you provide incorrect payment details are described in the **Focus Terms**.
- 7.8 In addition to our rights as set out in the **Focus Terms**, we reserve the right to decline to act upon an instruction received via the **POBS** which is not submitted in accordance with these **Terms**.

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- 7.9 We may charge for making a payment via **POBS**. Further details are contained in the Tariff of Charges.
- 7.10 As part of our payment authentication process, we may (but are not obliged to) ask for verification of the payment or transfer before we make it. We may do this by:
- 7.10.1 requiring use of a hardware token or software token; or
- 7.10.2 using such other methods as we may choose from time to time.
8. Keeping **POBS** access and account information safe
- 8.1 We will send each **User** the security details needed to access the relevant **Focus Account(s)** via the **POBS** (this may be via the System Security Manager or Alternate System Security Manager where appropriate). Each **User** is required to keep their security details secure. **Users** must not write down their security details or disclose them to any other person.
- 8.2 Use of the **POBS** grants access to one or more **Focus Account(s)**. **Users** must not allow others to log in to the **POBS** using their credentials as doing so will allow others to gain unauthorised access to these **Focus Account(s)**.
- 8.3 Provided that the appropriate security credentials are used when the **POBS** is accessed, we are entitled to assume that any instructions received have been validly submitted by the **User** associated with those security credentials. We will not be responsible for any losses incurred where a **User** acts fraudulently or allows another person to use their credentials to gain unauthorised access to the **POBS** and will not be obliged to reimburse the **Account Holder** for any transactions made from the **Focus Account(s)** as a result.
- 8.4 We will never email or telephone a **User** to ask for security details, including the **User's** password or **PIN**.
- 8.5 **Users** must not:
- 8.5.1 leave a device unattended or accessible to a third party while they are logged in to the **POBS**; or
- 8.5.2 save security details on a device.
- 8.6 **Users** are responsible for the security of the computer, tablet or other device used to access **POBS**. **Users** must keep such devices secure. We will not be responsible for any losses caused by the failure of a **User** to keep their device secure, or for any losses caused by any defect in a device used to access the **POBS**. **Users** must not use shared or public devices to access the **POBS** and you undertake to ensure that your **Users** will not use public wi-fi connections to access the **POBS**.
- 8.7 You must inform us immediately (and **Users** must also promptly change their security details) where:
- 8.7.1 any authenticators and/or other security devices provided by us are lost or stolen; and/or
- 8.7.2 you or a **User** suspects that anyone else has accessed the **POBS** or may know relevant security details.
- We will not be responsible for any losses caused by a failure to promptly notify us of a lost or stolen device.
- 8.8 While we will take all reasonable steps to prevent security breaches in respect of the **POBS**, any information that a **User** sends to us over an unsecured link or communication system is at risk of interception or access by a third party. We will not be responsible for any loss of security, privacy or confidentiality or damage suffered following such a breach, except to the extent that the breach is caused directly by our wilful default or negligence.
- 8.9 We may (but are not obliged to) use software and other technology to detect viruses and malware on the devices which **Users** use to access the **POBS**. We may suspend or block a **User's** access to the **POBS** if we detect a virus, malware or similar on any device.
9. Charges
- 9.1 We do not levy a charge for using the **POBS**. However, the charges set out in the **Focus Terms** and Tariff of Charges will apply to the Banking Services and/or the Investment Services carried out using the **POBS**. In particular, we may charge for making a payment via **POBS**. Further details are contained in the Tariff of Charges.
- 9.2 **Users** should be aware that their mobile network operator or internet provider may charge for the data transfer required to access the **POBS**.
10. Restrictions on the use of the **POBS** abroad
- 10.1 **Users** may access the **POBS** when they are inside the Isle of Man, the Channel Islands or the United Kingdom. If **Users** access the **POBS** outside of these countries it is your (and your **Users'**) responsibility to find out if it is lawful to access the **POBS** in that country. You (and your **User(s)**) are responsible for ensuring compliance with all local laws and we will not be responsible for any losses suffered if your **Users'** use of the **POBS** breaks any local law.

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11. Privacy and data retention
 - 11.1 When you accept the **Terms** you agree that we may collect and process your **Users'** personal information to provide you with the **POBS**.
 - 11.2 Our "**Privacy Policy** and Legal Notices" section of our website describes how we will use your **Users'** personal information and how we use cookies. We use cookies to verify identity. If your **Users** wish to disable cookies they will not be able to use the **POBS**.
 - 11.3 You and your **Users** must read our **Privacy Policy** and Legal Notices, which are available at:
<https://www.nedbankprivatewealth.com/content/private-wealth-international/international/en/supplimentary/privacy-policy.html>
<https://www.nedbankprivatewealth.com/content/private-wealth-international/international/en/supplimentary/legal-notice.html>
12. Changes to the **POBS**
 - 12.1 We reserve the right to change the functionality of **POBS** at any time. Where possible, we will endeavour to provide reasonable notice of significant changes to functionality to the affected **Users**. We may provide this notice by sending **Users** an email.
 - 12.2 We may make changes to these **Terms** for any of the reasons set out in the **Focus Terms** or for any other valid reason. We may make such changes by sending **Users** an email. You will be bound to any revised terms notified to your **Users**.
 - 12.3 Sometimes we may make a change that we will ask your **Users** to agree to. We will do this by sending your **Users** an email and asking them to respond. You will be bound to any revised terms which your **Users** agree to. If a **User** does not agree to the change, they will not be able to continue using the **POBS**.
13. Liability
 - 13.1 Our **Focus Terms** set out where we have responsibility to reimburse **Account Holders**, and the circumstances in which will make good a loss suffered by an **Account Holder** where such a loss is caused by our default.
 - 13.2 We will not be liable for any loss, damage, injury, interruption, delay or non-performance arising directly or indirectly from our provision of the **POBS**, except to the extent that it is directly caused by our fraud, wilful default or negligence.
 - 13.3 Notwithstanding Term 13.2 above, we will not be liable for any consequential or indirect loss, however it is caused and whether it is foreseeable or not, including (but not limited to) any loss of profits, loss of contracts, other financial losses, loss of data or loss of goodwill.
 - 13.4 Without prejudice to the general provisions at **Terms** 13.2 and 13.3 above:
 - 13.4.1 We do not guarantee continuous availability of the **POBS** and will not be liable for any losses, damage, injury, interruption delay or non-performance arising directly or indirectly from the **POBS** being unavailable for use at any time.
 - 13.4.2 Computer viruses, malware and similar defects may disable or otherwise damage software, hardware and/or other equipment belonging to you or your **User(s)** and/or may compromise the security of your devices. It is your responsibility to protect the security of your systems and devices. We will not be responsible for any loss, damage, injury, interruption, delay or non-performance arising from or caused by any computer virus, malware or similar defect which disables or otherwise damages any software and/or hardware, and/or other equipment belonging to you or your **User(s)**.
 - 13.5 We will not be in breach of this **Agreement**, or liable for any losses, damage, injury, interruption, delay or non-performance arising directly or indirectly from a circumstance beyond our reasonable control, including (but not limited to):
 - 13.5.1 fire, storm, flood, epidemic or pandemic, or acts of God;
 - 13.5.2 employment disputes inducing strike action (whether or not involving our employees);
 - 13.5.3 explosion, war, riot, act of terrorism or other civil disturbance;
 - 13.5.4 any intervention by government or other authority;
 - 13.5.5 the failure or fluctuation of any power supply; and/or
 - 13.5.6 any telecommunications interruption or failure.

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- 13.6 If you breach this **Agreement**, or if your **Users** act contrary to the **Terms**, you will be responsible for any loss or damage caused. In particular, you agree to indemnify us for any loss we suffer which is directly or indirectly caused by your (or your **Users**) negligence or failure to act in accordance with these **Terms**, including (but not limited to):
- 13.6.1 allowing computer viruses, malware and/or similar defects on a computer, mobile, tablet or other device that affects the usability or security of the **POBS** or our computer systems;
 - 13.6.2 misusing the **POBS**;
 - 13.6.3 use of the **POBS** in a jurisdiction where this is not permitted;
 - 13.6.4 developing functionally similar software or allowing another person to do this;
 - 13.6.5 inserting malicious code or hacking into our systems;
 - 13.6.6 compromising the security of the **POBS** in any way (for example by accessing the **POBS** from a public device or public wifi; storing security details on a mobile, tablet or other device; failing to immediately report the loss of any authenticators and/or other security devices); and/or
 - 13.6.7 using a device where the security features have been modified or compromised in anyway, including jailbroken or rooted devices.
14. Suspending or terminating the **POBS**
- 14.1 You can end the **Agreement** and ask us to stop providing your **Users** with the **POBS** at any time without giving us any reason. We may ask you to confirm this in writing in a format notified to you by us.
- 14.2 We reserve the right to end the **Agreement** and withdraw or discontinue the **POBS** at any time without giving notice to you, although every effort will be made to provide advance warning of the service being withdrawn.
- 14.3 If your **Users** do not use the **POBS** for 13 months or more, we may remove access to the services and terminate this **Agreement**. If we do this, subject to these **Terms**, you may be able to re-register for the services in the future.
- 14.4 We may suspend, restrict or end any **User's** access to **POBS** immediately, in our absolute discretion. For example, this may include (without limitation) circumstances where:
- 14.4.1 we deem it necessary or desirable for maintenance or security reasons;
 - 14.4.2 we do not recognise the device that a **User** is using, or we suspect the device has been modified or is being used in an unusual way;
 - 14.4.3 we suspect that a **User** has passed their security credentials to another person in contravention of these **Terms**;
 - 14.4.4 a **User** is using an out of date browser;
 - 14.4.5 you (or your **User(s)**) have acted fraudulently or given us false information;
 - 14.4.6 your **Users** behave in a threatening, abusive or other improper way towards our staff;
 - 14.4.7 you (or your **User(s)**) repeatedly or seriously break this **Agreement** in any way; and/or
 - 14.4.8 we are required to stop providing these services for any legal or regulatory reason.
- 14.5 Where possible, we will endeavour to notify affected **Users** before we suspend, restrict or end access to the **POBS**. However, we may not always be able to do this, for example if it would compromise our security or for legal or regulatory reasons.
15. No waiver
- Any failure to exercise or enforce any of our rights in connection with these **Terms** shall not constitute a waiver of any such rights, unless acknowledged and agreed to by us in writing.
16. Entire agreement
- This **Agreement** constitutes the entire agreement between the parties and overwrites all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
17. Governing Law
- 17.1 Where you are an **Account Holder** who has opened the relevant **Focus Account(s)** through our Isle of Man Office:
- 17.1.1 our dealings with you as well as the **Terms** themselves are governed by Isle of Man law; and
 - 17.1.2 the Isle of Man courts will have jurisdiction over any matter arising under or in connection with the **POBS**.

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17.2 Where you are an **Account Holder** who has opened the relevant **Focus Account(s)** through the Jersey Branch:

17.2.1 our dealings with you as well as the **Terms** themselves are governed by Jersey law; and

17.2.2 the Jersey courts will have jurisdiction over any matter arising under or in connection with the **POBS**.

17.3 In all other circumstances, including where you are an **Account Holder** who has opened the relevant **Focus Account(s)** through the London Branch, or where you are a **Third Party**:

17.3.1 our dealings with you as well as the **Terms** themselves are governed by English law; and

17.3.2 the English courts will have jurisdiction over any matter arising under or in connection with the **POBS**.

17.4 However, the provisions of **Terms** 17.1 to 17.3 will not affect our ability to bring proceedings against you in any other jurisdiction.

Annexure 1

Definitions

In these **Terms**:

Account Holder means the legal owner of a **Focus Account**.

Agreement means the agreement under which we agree to provide access to the **POBS**, as set out in **Terms** 1.3 and 1.4.

Alternate System Security Manager means the alternate system security manager nominated by an **Account Holder** or **Third Party** in the format specified by us from time to time.

Bank Account means the bank account or bank accounts opened by us for the **Account Holder(s)** in order to provide the Banking Services and where relevant Investment Services.

Banking Services means the banking services we have agreed to provide to the **Account Holder(s)** from time to time through one or more **Focus Account(s)**.

Focus Account means an account held with us to which we have agreed to provide Banking Services and/or Investment Services to the **Account Holder(s)** under the **Focus Terms**.

Focus Account Application means the relevant application form completed by an **Account Holder** asking us to provide with Banking Services and/or Investment Services, as well as **POBS** access.

Focus Terms means the terms and conditions, setting out the agreement between the **Account Holder(s)** and us, in relation to the applicable **Focus Account(s)**, as amended from time to time.

Initial **User** means a **User** of the **POBS** nominated when access is initially granted to a particular **Account Holder** or **Third Party**.

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 an **Account Holder** from time to time through the applicable **Focus Account(s)**.

PIN means a **User's** personal identification number, which may be used as part of the log in procedure for the **POBS**.

POBS Application Form means the application form that must be completed as set out in Term 4.1.2 in order to for an **Account Holder** to apply for **POBS** access in respect of its existing **Focus Account(s)**.

POBS Authority to Disclose to a **Third Party** Form means the application form which allows an **Account Holder** to nominate a **Third Party** in respect of specified **Focus Accounts**.

POBS Application (View-Only) Form means the application form which allows a **Third Party** to nominate Initial **Users** each of whom will each be able to gain view-only access to an **Account Holder's** **Focus Account(s)** via the **POBS**.

POBS Factsheet means the factsheet setting out descriptions of the services currently available within the **POBS**, as may be amended from time to time.

Privacy Policy means our policy regarding how we use and hold personal data, as further described in Term 11.

Professional Online Banking Services or **POBS** means the online services that we have agreed to provide under these **Terms** whereby a **User** can access one or more **Focus Accounts** using a computer, tablet or other device.

System Security Manager means the system security manager nominated by an **Account Holder** or **Third Party** in the format specified by us from time to time.

Tariff of Charges means the tariff of charges, as updated from time, applicable to the **Focus Account(s)**. The most up-to-date Tariff of Charges is available on our website at www.nedbankprivatewealth.com.

Professional Online Banking Services

Terms and conditions



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

Third Party means any third party, including (without limitation) a professional intermediary firm, a professional advisory firm or family office, which has been nominated by an **Account Holder** in order for its **Users** to receive view-only access to one or more **Focus Account(s)** via the **POBS**.

User means an individual authorised user of the **POBS**. This could be:

- an individual nominated by an **Account Holder** in the **Focus Account** Application or **POBS** Application Form;
- any individual subsequently nominated by an **Account Holder** as described in Term 4.5;
- an individual nominated by a **Third Party** by way of the **POBS** Application (View-Only) Form; and/or
- any individual subsequently nominated by a **Third Party** as described in Term 5.7.

us/ we/ our means Nedbank Private Wealth Limited.

you/ your/ yours means you; an **Account Holder** or a **Third Party**, as the context dictates.

The singular includes the plural and vice versa.

Words denoting the masculine gender include the feminine and neuter genders.

Important Information

Isle of Man

Nedbank Private Wealth
St Mary's Court 20 Hill Street
Douglas Isle of Man
British Isles IM1 1EU

or

Jersey

Nedbank Private Wealth
31 The Esplanade
St Helier Jersey
Channel Islands JE1 1FB

or

London

Nedbank Private Wealth
Seventh Floor
12 Arthur Street
London EC4R 9AB

If you disclose your information to an adviser company, please consider the risks in doing so and the obligations as detailed within the Terms and Conditions.

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

Nedbank Private Wealth Limited is licensed and regulated 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). POBS9 07/24