

MFC A DIVISION OF NEDBANK WEBSITE TERMS OF USE

DEFINITIONS AND INTERPRETATION

“ECT Act” means the Electronic Communications and Transactions Act 25 of 2002

“MFC A Division of Nedbank” means Nedbank Limited, registration no 1951/000009/06 acting through its MFC division;

“User” means any person who enters or uses the Website, notwithstanding the fact that such a person only visited the home page of the Website; and

“Website” means the MFC website located at www.mfc.co.za and includes any part or element thereof.

References herein to the singular include the plural and vice versa.

1. ACCEPTANCE

These terms and conditions of relating to the use of this Website come into effect the first time the User enters the Website and constitutes a valid agreement between MFC and the User;

2. WEBSITE INFORMATION

2.1 Any information on this Website is to give you general information about MFC, our products and services.

2.2 Any online services (“online services”) that the User makes use of on the Website will be subject to separate terms and conditions of service and those specific terms and conditions will apply.

3. CHANGES TO THESE TERMS AND CONDITIONS

3.1 MFC, may at any time without prior notice:

3.1.1 change these terms and conditions;

3.1.2 change the content and/or services available from the Website;

3.1.3 discontinue any aspect of the Website or service(s) available from the Website; and/or

3.1.4 change the software and hardware required to access and use the Website.

3.2 The latest version of these terms and conditions apply whenever you visit the Website and the User agrees to read the latest version each time the User accesses this Website.

4. SOFTWARE AND EQUIPMENT

4.1 It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and access accounts required to access the Internet and the Website and/or download content from this Website.

4.2 To the extent that any software is made available to the User via the Website, the User agrees that the license agreement is between the User and the software licensor and accordingly, the User



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indemnifies MFC against any loss or damage that the User may suffer as a consequence of any breach of a software license.

5. PRIVACY

MFC shall take all reasonable steps to protect the personal information of Users. See our privacy policy below for more information.

6. HYPERLINKS TO THIRD PARTY SITES

6.1. MFC may provide hyperlinks to websites not controlled by MFC or this Website may link to other websites with information from third parties (target sites) and such links do not imply any endorsement, agreement on or support by MFC for the content of such target sites; and

6.2. MFC does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, security, and performance, content **availability, on or through such target sites.**

7. LINKING TO WEBSITE

7.1 If any third party wishes to establish any hyperlink, frame, metatags or any similar reference (electronic or otherwise), that person is required to obtain MFC's prior written consent, which MFC may refuse in its sole and absolute discretion.

7.2 Any application for linking must be sent to care@mfc.co.za

7.3 Any failure to adhere to the provisions of this clause will result in MFC taking immediate legal action against the User and the User agrees to be liable for any costs associated with such legal action, including on an attorney and own client scale.

8. SECURITY

8.1 MFC shall take all reasonable steps to secure the content of the Website and the information provided by and collected from Users from unauthorized access and/or disclosure. However, MFC does not make any warranties or representations that content shall be safe and secure.

8.2 Users may not deliver or attempt to deliver, whether intentionally or negligently, any damaging code, such as computer viruses to the Website or the server and computer network that support the Website.

8.3 Notwithstanding criminal prosecution, Users who deliver any damaging code to the MFC website, whether intentionally or negligently, shall, without any limitation, indemnify and hold MFC harmless against any and all liability, damages and losses MFC and its partners / affiliates may suffer as a result of such damaging code.

8.4 Users may not develop, distribute or use any device to breach or overcome the security measures of the Website and MFC reserves the right to claim damages against the User in relation to a security failure or breach.

8.5 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by MFC and its partners / affiliates.

9. INTERCEPTION OF COMMUNICATIONS

The User will not hold MFC liable for any loss or damage suffered by the User as a result of information being sent over the internet, including email, being intercepted, viewed or amended by unlawful access or monitoring.

10. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

10.1 All intellectual property on the Website, including but not limited to content, logo, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to MFC and as such, are protected from infringement by domestic and international legislation and treaties. All rights to MFC's intellectual property on the Website are expressly reserved.

10.2 MFC authorizes the User to view content on the Website and copy it onto a computer or other storage device, and the User may print copies of it, provided that such content is used for: use of the online services; for non-commercial purposes; and any reproduction of the content forming part of the Website displaying MFC's copyright notice.

10.3 MFC does not in any way grant any license or right to use any trademark to the User without MFC's prior written permission and/or that of third parties. The User may not, without MFC's prior written consent, use MFC's intellectual property or that of third parties for any purpose whatsoever.

11. DISCLAIMER AND LIMITATION OF LIABILITY

11.1. MFC shall not be liable for any damage, loss or liability of any nature (including but not limited to, direct, indirect, special, incidental or consequential) incurred by whomever and resulting from:

11.1.1. access to the Website;

11.1.2. access to websites linked to the Website;

11.1.3. inability to access the Website;

11.1.4. inability to access websites linked to the Website;

11.1.5. content available on the Website;

11.1.6. online services available from the Website;

11.1.7. downloads and use of content from the Website; or

11.1.8. any other reason not directly related to MFC's gross negligence.

11.2. The User agrees that the use of this Website and the online services is entirely at the User's own risk.

11.3 The Website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself/herself, prior to entering into this agreement with MFC, that the content available from and through the Website meets the User's individual requirements and is compatible with the User's computer hardware and/or software.



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11.4 Nothing on this Website should be construed as solicitation, offer, advice, recommendation, or any other service to acquire or dispose of any financial advice or investment, or to engage in any other financial transaction or investment. The content and/or information contained on this Website are provided for the User's informational and educational convenience only.

11.5 Information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of MFC and Users are encouraged to seek professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website.

11.6 MFC does not make any warranties or representation that content and services available from the Website will in all cases are true, correct or free from any errors. MFC shall take all reasonable steps to ensure the quality and accuracy of content available from the Website and encourage Users to report incorrect and untrue information subject to the right of MFC to rely on its free expression rights and determine, in its sole and absolute discretion, the contents of this website.

11.7 MFC does not make any warranties or representations that the Website shall be available at all times. Users acknowledge that the Website may be unavailable due to updates or other causes beyond the reasonable control of MFC, including, but not limited to virus infection, unauthorised access, power failure or other "acts of God."

12. SUSPENDING OR LIMITING THE WEBSITE

MFC may change, restrict access to the Website or online services, suspend or close the Website temporarily or permanently without notice, including limiting certain services, features or functions.

13. CAPACITY TO CONCLUDE AGREEMENT

The User warrants to MFC that it has the necessary legal capacity to enter into and be bound by the terms of use of this Website.

If the User is a minor then the User must obtain the assistance of his/her legal guardian before reading these terms and conditions.

14. ADDRESS OF MFC

MFC, a division of Nedbank

General Manager: Group Legal and Risk Services

135 Rivonia Road, Sandton, Gauteng

P.O. Box 1144, Sandton, 2000

Tel: +2711295 2264

15. GENERAL

15.1 A certificate signed by MFC will constitute adequate proof of the operation or functionality of the Website or the online services, unless the User proves the contrary

15.2 Any failure by MFC to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.



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15.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions.

The remaining terms and conditions shall remain enforceable and applicable.

15.4 Headings of the clauses are provided for convenience only and should not be used in the interpretation of these terms of use of the Website.

16. APPLICABLE AND GOVERNING LAW

South African law applies to the terms of use of this Website.

17. LEGAL COSTS

MFC shall not be liable for any costs incurred by Users to obtain professional advice relating to these terms of use of this Website.

18. MFC, A DIVISION OF NEDBANK EMAIL DISCLAIMER

This email and any accompanying attachments may contain confidential and proprietary information. This information is private and protected by law and, accordingly, if you are not the intended recipient, you are requested to delete this entire communication immediately and are notified that any disclosure, copying or distribution of or taking any action based on this information is prohibited.

Emails cannot be guaranteed to be secure or free of errors or viruses. The sender does not accept any liability or responsibility for any interception, corruption, destruction, loss, late arrival or incompleteness of or tampering or interference with any of the information contained in this email or for its incorrect delivery or non-delivery for whatsoever reason or for its effect on any electronic device of the recipient.

If this e-mail is not related to the business of MFC, a division of Nedbank, it is sent by the sender in their individual, non-business capacity and not on behalf of MFC, a division of Nedbank.

If verification of this email or any attachment is required, please request a hard-copy version.

Nedbank Limited is a registered credit provider in terms of the National Credit Act (NCR Reg No NCRCP16).

For Nedbank Limited Directors go to <http://www.nedbankgroup.co.za/aboutDirectors.asp>

19. DISCLAIMER

Nedbank accepts no responsibility for any loss or damage of whatsoever nature that maybe caused or brought about, directly or indirectly, by the use if this internet website or reliance on any information contained therein.

While every effort is made to keep information up to date and correct, any interest rates quoted on this site must be confirmed by a Nedbank branch and the bank does not accept any liability for reliance placed on quoted rates in the absence of confirmation. Calculators available on the site are intended only to provide an indication of the amounts calculated. Since Nedbank has no control over the information and variables entered by the user, figures generated by the calculators shall not be binding on the bank.

20. NEDBANK PRIVACY STATEMENT

PRIVACY NOTICE

For us to provide you with financial products and services We need to collect, use, share and store personal and financial information about you. This privacy notice aims, among other things, to inform you about how the various companies within the Group undertake to keep your personal information secure when providing you with financial products and services. This information includes information you share with us, information that We gather during the course of our relationship with you as client, as well as information about your marketing preferences. This notice also sets out your rights and how you may protect them.

What personal information do We collect and how?

Personal information is data that can be used to identify you. This information includes but is not limited to names, ages, identity numbers, registration numbers, addresses and other contact details, income and payments records, financial information and banking details.

We collect your personal information in the following ways:

- Directly from you when you complete a product application form, whether electronically or on hard copy.
- Indirectly from you when you interact with us electronically. When you are browsing our website (including our mobile application), We may collect information from you, such as your internet address and server logs. (All internet banking sessions are encrypted and personal information is stored according to internationally accepted banking information security practices.)
- Directly from other sources, such as public databases, data aggregators and third parties, as well as other financial institutions, credit bureaus, fraud prevention agencies; or indirectly through your interactions with third parties.

How do We use your information?

We may, with your permission if required, use personal and biometric information we collected in a number of ways, for example:

- To identify you.
- To provide you with financial products and services.
- To assess your creditworthiness.
- To detect and prevent fraud and crime.
- To detect and prevent money laundering.
- For audits and debt collection purposes.
- For statistical analysis.
- To meet our obligations under an agreement with you.
- To comply with legislative requirements.



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We may record and monitor any communications between you and us and use these recordings to verify your instructions to us, to analyse, assess and improve our services to clients, and for training and quality purposes.

We will not sell your information to third parties and will only market to you in accordance with our legal obligations and your marketing preference, using the communication method you chose.

We may communicate with you by post, phone, SMS, email and other electronic media, including our ATMs, mobile applications or online banking services, about products that may be of interest to you. You may ask us to stop or start sending you marketing messages by informing us in writing or through our branch network, call centres or website.

It is your right to refuse to provide personal information, but you must keep in mind that this refusal may limit our ability to provide the required financial services to you. It is important to note that the Group will only collect information from you that is necessary and relevant to the service or product to be provided.

No information will be collected without your prior consent or as prescribed by law. We will not use information collected about you for marketing purposes you have not consented to.

Should We make use of third-party data providers, We will ensure that such providers have obtained the required consent to share the information with Nedbank.

To whom will We disclose your information?

We will disclose your personal information to third parties outside the Group only under the following circumstances:

- We have your consent to do so.
- We are required to do so by law.
- It is necessary to protect our legitimate interest, your legitimate interest or the legitimate interest of a third party to whom the information is supplied.
- It is in the public interest to do so.
- We have to meet tax reporting requirements.
- We are ordered to do so by a court of law.

Protecting Nedbank's interests may sometimes require the disclosure of specific client information to third parties, for example if payment failed due to insufficient funds in an account. Where required to protect the public interest, information regarding a client's debt may be disclosed to credit bureaus or debt collection agencies.

When sharing your information with recipients in other jurisdictions, We will ensure that they adhere to similar privacy protection requirements as we do – either by law or by legal agreement.

Security

We are committed to ensuring that your information is secure. To prevent unauthorised access or disclosure, We have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect.

Retention

We will retain your information only for as long as we need it, given the purpose for which it was collected, or as required by law (including tax legislation) and any other statutory obligations (including anti-money-laundering and counter-terrorism requirements). Your information may be retained for varying periods from the end of our relationship, depending on regulatory requirements. We will take all reasonable steps to destroy or deidentify the personal information that we hold when it is no longer required.

Cookies

We make use of cookies to personalise your repeat visits to our website by determining how you use the site. Cookies are very small text files that may be stored on your computer or mobile device when you visit a website, enable images or click on a link in an email.

We use cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website to meet your needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

How you can access and update your personal information

Should you wish to verify the information We have about you or request an update or amendment of such information, you may:

- refer to our Access to Information Manual at (<https://nedbank.co.za/content/dam/nedbank/site-assets/AboutUs/Legal/PAIA/PAIA%20Manual.pdf>);
- call the Nedbank Contact Centres on 0860 555 111; or
- go to the Nedbank branch.



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About us

Nedbank Group Limited ('We' or 'Group') is a diversified financial services provider that, through its subsidiaries, offers a wide range of wholesale and retail banking services, as well as insurance, asset management and wealth management solutions.

Outside of South Africa, We operate in six countries in the Southern African Development Community (SADC), through subsidiaries and banks in Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe, and We have representative offices in Angola and Kenya.

We have a presence in key global financial centres in Guernsey, Isle of Man, Jersey and London, and a representative office in Dubai, to provide international financial services for clients in South Africa and Africa.