



1 INTERPRETATION AND DEFINITIONS

In these terms and conditions:

- 1.1 clause headings are for convenience and not to be used in its interpretation;
- 1.2 unless the context indicates a contrary intention:
 - 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 any gender includes the other genders;
 - 1.2.3 a natural person includes a juristic person and vice versa; and
 - 1.2.4 any number of days will be calculated by excluding the first and including the last day, or where the last day falls on a day that is not a business day, the next business day.
- 1.3 unless the context requires otherwise, the following words and expressions have the meanings set out hereunder:
 - 1.3.1 **'Account'** means Your investment account to which these terms and conditions apply.
 - 1.3.2 **'Agreement'** means the Agreement between the parties as constituted by these terms and conditions read together with the application, the relevant Product Specification and Pricing Brochure (as amended from time to time) and any subsequent agreement with You pertaining to the rates, fees, costs and charges (as amended from time to time).
 - 1.3.3 **'ATM'** means automated teller machine.
 - 1.3.4 **'Delivery'** and **'Deliver'** mean that, in terms of any notice required to be given to You and/or Us, such notice may only be given in writing and must be delivered to You and/or Us by way of hand delivery or prepaid registered post. If delivered by hand, the notice will be deemed to have been received on the date of delivery. If delivered by prepaid registered post, the notice will be deemed to have been received within seven days of the posting date, unless the contrary is proved.
 - 1.3.5 **'Digital Channels'** includes Our existing and future electronic channels.
 - 1.3.6 **'Market Rate'** means the rate that is determined by market circumstances, including the prevailing supply of and demand for money, competitor activities and Nedbank's funding requirements.
 - 1.3.7 **'NCC'** means the Nedbank Contact Centre, number 0860 555 111.
 - 1.3.8 **'Party'** means You and/or Us.
 - 1.3.9 **'Prime Rate'** means the prime overdraft rate of interest charged by Us from time to time, which is Our publicly quoted prime lending rate as certified by any bank manager, whose authority need not be proved.
 - 1.3.10 **'Pricing Brochure'** means the latest leaflet or any other source of information stipulating the items that attract fees, costs and charges and, in addition, the corresponding fees, costs and charges levied for such items and the effective date of the pricing.
 - 1.3.11 **'Product Specifications'** means specific features of products offered by Us, including minimum deposits, minimum balances, interest rates, costs, charges, fees and service fees.
 - 1.3.12 **'SSK'** means self-service kiosk.
 - 1.3.13 **'We/Us/Our'** means **Nedbank Limited**, registration number 1951/000009/06, with registered address at Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, and postal address at PO Box 1144, Johannesburg, 2000.
 - 1.3.14 **'You/Your'** means the applicant whose details are set out in the application.

2 CHOICE OF PRODUCT

- 2.1 You must choose the investment product You wish to invest in. We will not provide any income tax or any other advice pertaining to Your choice, and You should seek independent tax advice from a suitably qualified consultant.
- 2.2 Investment products cannot be converted or transferred from one type to another, unless it is permitted in terms of specific product rules.

3 INVESTMENT RECORD

When an investment account is opened (or at any later stage), We will issue You with an investment record in Your name containing the terms and conditions applicable to the account You have chosen.

4 USE OF THE ACCOUNT

- 4.1 You agree that:
 - 4.1.1 We will open an investment account for You, the type of account and styling of which will be indicated by You;
 - 4.1.2 You will supply Us with the details of the signing arrangements on the Account;
 - 4.1.3 We must be advised of all changes in signing arrangements;
 - 4.1.4 We are authorised to pay all cheques, promissory notes, bills of exchange and other negotiable instruments payable by Us, purporting to be drawn, made or accepted by or on Your behalf;
 - 4.1.5 We are authorised to debit the above instruments to the Account, whether the Account is in credit or otherwise;
 - 4.1.6 all cheque deposits are subject to a clearance period, which normally is seven business days, but may vary;
 - 4.1.7 the use and handling of the Account are subject to such arrangements as We may have regarding the implementation of the magnetic ink character recognition system as coupled with the Automated Clearing Bureau; and
 - 4.1.8 You authorise Us to accept instruction by electronic means.

5 DEPOSITS

- 5.1 Subject to Product Specifications, there is no limit on the number and size of deposits that can be made on the Account.
- 5.2 If any negotiable instrument is deposited into the Account, the proceeds will be credited to the Account, but be available as cash only when the negotiable instrument has been honoured. If the negotiable instrument is dishonoured, the Account will be debited accordingly. Negotiable instruments will be returned to You at Your risk.
- 5.3 You agree that cheques will be cleared by Us through any clearing system used by clearing banks.
- 5.4 If a cheque deposited by You is returned unpaid, We will inform You within a reasonable period.
- 5.5 We reserve the right to limit cash deposits and to impose a cash deposit fee at Our discretion.
- 5.6 Interest will only start accumulating on Your Account from the date on which a deposit (regardless of the source) is cleared (if this differs from the opening date of the Account) and not from the date the funds are processed.
- 5.7 We reserve the right to set a maximum amount that may be invested in any investment product.

6 INTEREST

- 6.1 We are entitled to determine, at Our discretion, the interest rates applicable to investment products. These interest rates are available on request at any of Our branches or at www.nedbank.co.za and are always quoted annually.
- 6.2 Except for fixed-deposit investment accounts, interest rates on investment accounts are subject to change according to changes in the Market Rate and may also be linked to the Prime Rate.
- 6.3 Interest will be calculated daily based on a year of 365 days (whether the year is a leap year or not) and on the daily balance in the Account.
- 6.4 If the date of the initial deposit differs from the date of opening of the Account, and a rate change occurs in the interim period, the interest rate applicable will be the rate as at the date when the initial deposit cleared on the Account (regardless of the date on which the Account was opened).
- 6.5 Where You deposit less than the minimum amount required for an investment product, You will not earn any interest on those funds until the minimum amount required in terms of the product requirements is deposited.
- 6.6 When You apply for the investment account, You are entitled, subject to Product Specifications, to choose the frequency at which interest must be paid out or have it capitalised. Interest can be paid out monthly, quarterly, half-yearly, annually or on the expiry date of the investment period, depending on the investment product type.
- 6.7 If the interest is paid out to You monthly, the investment will yield interest at a nominal rate. If the interest is capitalised, the investment will yield interest at an effective rate. The effective rate will be higher than the nominal rate due to the compounding effect of capitalised interest.
- 6.8 The interest rate on a fixed deposit will be linked directly to the interest frequency selected for the amount invested at the time. No monthly capitalisation of interest occurs on fixed deposits, unless the product specifically allows for this. Interest can, however, be capitalised on expiry of the deposit.
- 6.9 If the interest payment date is a Sunday or public holiday, the interest will be paid out on the previous business day.

7 FEES, COSTS AND CHARGES

- 7.1 We are entitled to charge and recover fees, costs and charges as stipulated in the pricing schedule, or the fees, costs and charges as agreed with You later. Such fees, costs and charges will be debited in accordance with the Product Specifications. You are **entitled to obtain a pricing schedule that contains information regarding the fees, costs and charges at any branch or from www.nedbank.co.za, and You hereby confirm that You have read and understood the pricing for Your Account.**
- 7.2 You will be liable for and must pay to Us the fees, costs and charges as stipulated above. We are entitled at Our reasonable discretion to vary any fee, cost or charge or the items attracting such fees, costs or charges. To the extent that value-added tax is payable in respect of any fee, cost or charge, such fee, cost or charge will include value-added tax.

8 INCOME TAX CERTIFICATES

- 8.1 After February each year, We will generate an IT3(b) and/or IT3(s) income tax certificate in respect of an account where the interest earned for the tax year is equal to or more than the minimum amount of interest prescribed by the South African Revenue Service (SARS) from time to time. These certificates will be made available to You on request once generated.
- 8.2 We will issue an IT3(s) certificate regardless of the amount of interest earned on Your Account. IT3(b) certificates are issued only where the amount of interest earned is equal to or more than the minimum prescribed by SARS from time to time. The certificates indicate the amount of interest accrued and interest paid in the particular tax year, irrespective of whether the interest is paid out in the same tax year.
- 8.3 These certificates will be sent to SARS regardless of whether the interest paid or earned is equal to or more than the minimum amount of interest prescribed by SARS from time to time.
- 8.4 If interest has been paid in advance on certain fixed-deposit products, We will issue the certificates in the tax year that the interest was paid and not in the tax year of the expiry of the deposit, should this differ from the tax year in which the interest was paid.

9 STATEMENTS

- 9.1 We will, at Our discretion, issue regular statements relating to Your Account, subject to the relevant Product Specifications.
- 9.2 At Our sole discretion an additional cost may be levied against Your Account for receiving paper-based statements by post.
- 9.3 If the type of account does not require a monthly statement, or if You have not opted to receive emailed statements, a statement printout may be obtained at any branch or through any of Our Digital Channels.
- 9.4 It is Your responsibility to check Your Account from time to time and report any discrepancies to Us within 30 days of the date of detection of the discrepancy.
- 9.5 If there is a dispute in respect of the items appearing on a statement, Our records will be *prima facie* (on the face of it) proof.

10 EARLY WITHDRAWAL

- 10.1 **Subject to payment of a penalty fee, including an administration fee, You may request an early withdrawal on Your notice and/or fixed investment.**
- 10.2 **You must provide Us with reasons to support Your request.**
- 10.3 **The penalty fee, including an administration fee, will be calculated by using the following formula:**
percentage (%) of the amount withdrawn x remaining period (of investment) plus the administration fee
- 10.4 **The rate of the percentage used to calculate the penalty fee and the amount of the administration fee, will be available on the latest Nedbank Pricing Schedule on www.nedbank.co.za, at the NCC or at any branch.**
- 10.5 **The penalty fee and administration fee will be debited from the withdrawal amount before it is paid to You.**

11 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- Your personal information will be treated as confidential and will not be disclosed, except in the following circumstances:
- 11.1 when We are legally compelled to do so;
- 11.2 where it is in the public interest to disclose;
- 11.3 where Our interests require disclosure; and
- 11.4 where disclosure is made on Your request or with Your written consent.

12 ADDRESS FOR LEGAL NOTICE

- 12.1 For all purposes under this Agreement the Parties choose the following addresses as their respective *domicilia citandi et executandi*:
- 12.1.1 Us: Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton; and
- 12.1.2 You: the last known physical address supplied by You.
- 12.2 Any legal process to be served on any Party may be served on that Party at the address specified in this clause.
- 12.3 Any notice or other communication to be given to any Party in terms of this Agreement will be valid and effective only if it is given in writing.
- 12.4 A notice to any Party that is Delivered by hand at the address specified for the Party in this clause will be deemed to have been received on the day of Delivery, provided it was Delivered to a responsible person during ordinary business hours.
- 12.5 Notwithstanding anything to the contrary in this clause, a written notice or other communication actually received by any Party will be deemed to be adequate notice or communication to the Party, even if the notice or communication was not sent to or Delivered at the Party's chosen address.

- 12.6 Any Party may, by written notice to the other Party, change the address for the purpose of this clause to any other address (other than a post box number), provided that the change will become effective on the seventh business day after receipt of the notice.
- 12.7 It is Your responsibility to ensure that We are kept informed of any changes to Your personal information, including address and contact details.
- 13 LIABILITY**
- 13.1 Except where damage or loss arises directly or indirectly from Our (or any person acting for or controlled by Us) wilful misconduct or gross negligence, We will not be liable to You for any damage or loss that You may suffer because of:
- 13.1.1 Your use of electronic means to communicate with Us;
- 13.1.2 any person having gained unauthorised access to any information or data;
- 13.1.3 incorrect information having been given to Us or to any person, including any credit bureau; and
- 13.1.4 a delay, failure or malfunction of any ATM, SSK or other device (electronic or manual) that You use to carry out transactions on Your Account.
- 14 TERMINATION**
- 14.1 Subject to clause 10 (Early Withdrawal) You may terminate this Agreement without prior notice to Us.
- 14.2 Subject to clause 10 (Early Withdrawal), We will give You reasonable prior notice of Our intention to close the Account, except in the case of fraud or suspected fraud on the Account, in which event We may close the Account without prior notice.
- 14.3 On termination of the Agreement We will be entitled, at Our discretion, to retain sufficient funds in the Account to provide for amounts that may become due to Us after termination.
- 14.4 We may, at Our discretion, change any of the terms and conditions contained herein at any time. We will give notice of any material changes.
- 15 JURISDICTION**
- At Our option, any claim arising hereunder may be recovered in any magistrate's court having jurisdiction, notwithstanding the amount of the claim, and You hereby consent to the jurisdiction of that court.
- 16 CERTIFICATE OF BALANCE**
- The nature and amount of Your obligation and the applicable interest rate will be determined and proved by a certificate or any other written evidence ('Certificate') purporting to have been signed by a Nedbank manager, whose capacity or authority does not have to be proved. Unless the contrary is proved, the Certificate will, on the production thereof, be binding and be *prima facie* proof of the content thereof and of the fact that the amount is due and payable. The Certificate will be valid as a liquid document (alternatively proof of a liquidated amount) in any competent court or for any other purpose.
- 17 GENERAL TERMS**
- 17.1 Before opening an Account, We are required by law to satisfy Ourselves of Your identity and proof of residence. We are also entitled to follow up references or otherwise to satisfy ourselves of Your suitability as an accountholder.
- 17.2 We are entitled to refuse to open an Account or accept a deposit.
- 17.3 You agree that We may combine any or all accounts You may have with Us, without notifying You thereof. However, if We combine only some of these accounts, We will still have the right to claim from You any amount in respect of an account that is not part of the combined accounts.
- 17.4 These terms and conditions read with the application, the relevant Product Specifications and Pricing Brochure (as amended from time to time) and, if applicable, any later agreement with You about the rates, fees, costs and charges (as amended from time to time) will form the whole Agreement between the Parties in connection with Your Account.
- 17.5 Product Specifications, as amended by Us from time to time, will apply to this Agreement.
- 17.6 Any latitude, indulgence or extension of time granted by Us to You will not constitute a novation or waiver of Our rights in terms of these terms and conditions. The failure by any Party to enforce any provision of this Agreement will not in any way affect that Party's right to require performance of the provision at any time in the future.
- 17.7 Any amendment of the terms and conditions will not constitute a novation of this Agreement or of any of Your previous obligations to Us.
- 17.8 You may not cede, assign or otherwise encumber any of Your rights or obligations in and to the Account (including the funds held in the Account) without Our prior written consent, which consent may be subject to any terms and conditions stipulated by Us at Our sole discretion.
- 17.9 Should any provision of this Agreement be found by any competent court to be defective or unenforceable, the remaining provisions of this Agreement will continue to be of full force.
- 17.10 We reserve the right to monitor the use of the Account for assessing compliance with and adherence to the product rules.
- 17.11 We further reserve the right to close any account on notice, if the product rules are breached.
- 17.12 The Agreement will be governed in accordance with the laws of the Republic of South Africa.
- 18 FIXED-TERM INVESTMENTS**
- 18.1 The minimum amount for opening a fixed-term investment account is such amount as We, at Our discretion, may determine from time to time. You can obtain this information at www.nedbank.co.za, at any of Our branches or by calling the NCC.
- 18.2 You may choose to have the capital and/or interest paid into Your Nedbank current, savings, home loan, credit card, notice deposit account (provided the minimum deposit criteria for the notice deposit is met) or a savings or current account held at another bank, or You may choose to have it paid out by means of a bank cheque. Please take note that the capital and/or interest will not be paid out in cash.
- 18.3 You must advise Us at least one month before the expiry date of Your investment of Your instructions for the payment of the capital and/or reinvestment thereof.
- 18.4 If We do not receive formal reinvestment or capital disposal instructions from You, the following rules will apply:
- 18.4.1 for tax-free investments, We will reinvest the capital and the interest (if the interest was capitalised) in Our tax-free savings product, but at the interest rate applicable to the savings product at the time of reinvestment; and
- 18.4.2 for any other fixed-term investment, We will reinvest the capital and the interest (if the interest was capitalised) in one of Our notice deposit products, at the interest rate applicable to that type of product at the time of maturity.
- 18.5 The frequency at which interest is paid may not be changed once the Account has been opened.
- 18.6 Interest will only be capitalised if You select to have Your interest paid on expiry of the fixed deposit.
- 18.7 Interest may be compounded monthly in the case of prime-linked fixed-term investments, provided the interest frequency is greater than monthly.
- 18.8 In the case of prime-linked fixed-term investments the interest rate will be a percentage of Our prevailing prime overdraft interest rate and will fluctuate in accordance with changes in this prime overdraft interest rate from time to time. This percentage is fixed for the investment term.
- 19 ELECTRONIC PRODUCTS**
- 19.1 For **Fixed Deposit, Electronic 32Day Notice Deposit** and **OptimumPlus** products (collectively '**Electronic Products**') opened by You on any Digital Channel the following provisions will also apply:

- 19.1.1 The Electronic Products are only available to You if You have a digital profile. The Electronic Products can be opened and maintained only on Digital Channels, and not at a Nedbank branch or through the NCC.
- 19.1.2 The Electronic Products enjoy a preferential interest rate, which is better than the interest rate offered on an equivalent Fixed Deposit, 32Day Notice Deposit or OptimumPlus product not opened and managed digitally.
- 19.1.3 Existing Fixed Deposit, 32Day Notice Deposit or OptimumPlus products cannot be converted to Electronic Products before their existing terms have expired, at which point You may reinvest Your funds in an Electronic Product.

20 NOTICE INVESTMENT ACCOUNTS

- 20.1 The minimum amount for opening a notice investment account is the amount We may determine from time to time.
- 20.2 You must give notice for any withdrawal. The required notice period will be advised to You at the time of opening the account.
- 20.3 Interest will only be paid out or capitalised monthly.
- 20.4 Interest rate increases and decreases will apply with immediate effect.
- 20.5 We will advise You in writing or by statement of downward interest rate changes only. If You do not receive this advice, We will not be prevented from decreasing the interest rate.
- 20.6 You may choose to have the capital and/or interest paid into Your Nedbank current, savings, home loan, credit card or notice deposit account (provided the minimum deposit criteria for the notice deposit are met) or a savings or current account held at another bank, or You may choose to have it paid out by means of a bank cheque.
- 20.7 The capital and/or interest will not be paid out in cash.
- 20.8 A notice investment account can be opened and maintained on any digital channel and is available to You if You have a digital profile.

21 NEDBANK TAX-FREE ACCOUNTS

- 21.1 In accordance with regulations published in terms of the Income Tax Act, Your attention is drawn to the following:
 - 21.1.1 The annual contribution limit per individual is the amount as specified by legislation per tax year. This is a cumulative limit and any deposit made into the Nedbank Tax-free Account will be included in the annual contribution during any tax year, regardless of any withdrawals that may be made from the Account.
 - 21.1.2 The lifetime contribution limit means the maximum amount as specified by legislation.
 - 21.1.3 Any contribution above the annual or lifetime limit will be taxed at 40% by SARS in the tax year that the over contribution was made.
 - 21.1.4 You may invest in more than one tax-free account but will still be subject to the same limits and penalties mentioned above.
 - 21.1.5 You can transfer funds from one tax-free account held with Us to another tax-free account held at another product provider twice only in any given tax year.
 - 21.1.6 We will process the transfer within 10 (ten) business days of receiving Your request.
 - 21.1.7 However, We will not process a transfer request if the request is received 10 (ten) business days before the end of February for that tax year.
 - 21.1.8 We will also not process a transfer request where the amount remaining after the transfer would be less than the minimum amount required for the Nedbank Tax-free Account. You can obtain this information at any time at www.nedbank.co.za, any of Our branches or by calling the NCC.
 - 21.1.9 We will issue a transfer certificate that will record the information regarding the transfer.
- 21.2 Subject to the above, any return on a Nedbank Tax-free Account will be tax-free in Your hands.