

# Addendum to your agreement with Nedbank Limited

The purpose of this Addendum is to supplement the original agreement with regard to your Card so that you are able to load your Cards onto Digital Wallets and use the Digital-wallet service.

## Terms and conditions

### 1 DEFINITIONS

In these terms and conditions:

- 1.1 **'Authentication Method'** is the method used to unlock the device and authorise a payment. This method depends on the device and may be a mobile PIN, a fingerprint, or face or iris biometrics.
- 1.2 **'Card'** means Your eligible Nedbank or American Express credit, debit, charge, cheque and/or prepaid cards. Only cards with Mastercard, Visa or American Express logos can be added to Digital Wallets. Garage cards and private label cards that are not card-association-branded cannot be loaded onto Digital Wallets.
- 1.3 **'Digital Wallet'** means any third-party wallet onto which Your Card may be loaded to transact digitally through a mobile or wearable device, which include Apple Pay, Fitbit Pay, Garmin Pay and Samsung Pay.
- 1.4 **'Digital-wallet Provider'** is the provider of the Digital Wallet.
- 1.5 **'Merchant'** means a provider of goods and services that accepts payment through a card machine, an app or an e-commerce website. The card machine must be able to accept contactless payments (display a contactless symbol) for most Digital-wallet purchases except for Samsung Pay.
- 1.6 **'Nedbank', 'we', 'us' or 'our'** means Nedbank Limited (registration number 1951/000009/06) and its successors or assigns, including Nedbank Group, unless otherwise indicated.
- 1.7 **'Terms'** means these terms and conditions, which apply to you individually and to your use of your Card in a Digital Wallet that meets the card association's digitisation standards.

### 2 USING THE SERVICE

- 2.1 The use of your Cards in Digital Wallets is subject to:
  - these Terms;
  - the original agreement;
  - the Digital-wallet Provider's terms and conditions and privacy notices; and
  - the Merchant's terms and conditions.
- 2.2 Security
  - Do not share your Digital-wallet authentication credentials with anyone, as these credentials will be used to authorise your Card purchases. Only your own biometrics should be stored on your device. If the authentication information of another person is used to make transactions on your Card, these transactions will be treated as if authorised by you.
- 2.3 Cards can be registered on the Digital Wallet by:
  - opening the Digital Wallet;
  - accepting the Digital-wallet Provider's terms and conditions;
  - following the Digital Wallet process to register your Card;
  - accepting these Terms;
  - activating your Card by either entering the one-time password (OTP) that is SMSed to you by Nedbank or by contacting the Nedbank Call Centre on 0860 775 775 – make sure we have your correct cellphone number in order for you to receive the activation OTP.
- 2.4 Cards can also be push-provisioned into Apple Pay through the Nedbank Money app or Nedbank Private Wealth app.
- 2.5 Cards can be used to transact through the Digital Wallet by:
  - opening the Digital Wallet with the Authentication Method selected during registration;
  - tapping the device against the card machine; and
  - entering the Card PIN for transactions exceeding a threshold amount, if so required.

- 2.6 Transaction history
  - The Digital-wallet Provider may provide lists of transactions concluded using its Digital Wallets.
  - All your Card transactions will continue to be available through your card statement, the Nedbank Money and Nedbank Private Wealth apps and Online Banking.
- 2.6 Mobile data
  - You must have mobile data to transact with Samsung Pay as your payment credentials can be used only once and you will need new credentials for every transaction.
- 2.7 Replaced or expired Cards
  - We will automatically update replacement and renewed Cards that are personalised with your name so that you can continue to transact using the Digital Wallet without having to reload the Cards.
  - You must manually reload any Cards that are not personalised with your name.
- 2.8 Lost or stolen devices
  - Phone the Nedbank Contact Centre on 0860 775 775 to have digital Cards suspended or deleted from the Digital Wallet. There is no need to block or replace your plastic Cards, unless they have also been lost or stolen.
- 2.9 A new device
  - Please delete your digital Cards from your old device and register them on your new device.
- 2.10 Personal information
  - The Digital-wallet Provider will receive the Card information that you provide when you load the Card and will encrypt it before sending it to us to request registration of your Card. We will return unique payment credentials to the Digital-wallet Provider so that it is not necessary to store any of your Card information to facilitate payments. Please refer to the Digital-wallet Provider's terms and conditions and privacy policy for further information.
  - We may receive some information about your device, location and Digital-wallet Provider account to help detect and prevent possible fraud. This information will be used only for enabling Digital-wallet transactions.
- 2.11 Suspension of service
  - We may suspend or terminate the use of your Card on a Digital Wallet if you breach these Terms or if We suspect any fraudulent activity or misuse of the Card.
  - In addition, the Digital-wallet Provider reserves the right to suspend or terminate your use of the Card and/or change the functionality without reference to us. In such circumstances we will not be liable to you or any third party.
- 2.12 Removal of Card from Digital Wallet
  - You may remove any of your Cards from a Digital Wallet at any time by using the delete option in the Digital Wallet or by contacting us.

### **3 GENERAL**

- 3.1 You will continue to earn Greenbacks or American Express Membership Rewards at the same rate as when you use your plastic Card at a card machine, on the app or on an e-commerce website.
- 3.2 Although there is currently no charge to load a Card onto Digital Wallets, we may, at our sole discretion, charge for it (or additional features or functionality) at any time in the future after giving written notice that we will do so.
- 3.3 You are solely responsible for any fees that may be charged by the Digital-wallet Provider or any other third party.
- 3.4 For any dispute regarding your transactions call the Nedbank Contact Centre on 0860 775 775. Depending on the type of transactions, disputes can be logged within 30 days from the statement date.
- 3.5 We reserve the right to amend these Terms from time to time and will provide you with written notice, after which notice the amended Terms will bind the parties.
- 3.6 Should any of these Terms, or subsequent amendment thereof, be contrary to any terms or conditions in the original agreement, these Terms will take precedence to the extent of the contradiction.
- 3.7 It is specifically agreed that the term of this Addendum, or any subsequent amendment thereto, cannot be longer than the term of the original agreement, and the Addendum will end immediately when the original agreement ends.
- 3.8 These Terms will be governed by the laws of the Republic of South Africa.
- 3.9 Apple Pay is a trademark of Apple Inc, registered in the United States and other countries.

### **4 LIABILITY**

- 4.1 If a clause in these Terms is invalid, illegal or unenforceable, it will not affect the validity, legality or enforceability of the remaining clauses of these Terms.
- 4.2 If we fail to exercise or enforce any right or provision of the Terms, it will not constitute a waiver of such right or provision.
- 4.3 Any breach under these Terms entitle us, in addition to our normal common-law remedies, to take legal action without prior notice to you, and you agree to reimburse the costs associated with such legal action to us on an attorney-and-own-client scale.