## **Important Notice**

This agreement contains certain terms and conditions that:

- ❖ May limit the risk or liability of Nedbank or a third party,
- May create risk or liability for you,
- ❖ May compel you to indemnify Nedbank or a third party, and or
- May be an acknowledgement of a fact by you.

These terms and conditions are important and should be carefully noted. Nothing in this agreement is intended or must be understood unlawfully to restrict, limit, or avoid any rights or obligations you have in terms of the Consumer Protection Act of 2008, to the extent that such legislation is applicable. Your attention is also drawn to the fact, while Nedbank will take all reasonable steps to apply appropriate security measures, the use of the Nedbank Zimbabwe Mobile Banking and the related mobile financial services may nevertheless expose you to risk. For example, if you modify or tamper with any operating system software, browser software or any other software packages or programs on your mobile device, unauthorised third parties may gain access to your confidential or personal information.

Nedbank respects your right to privacy and all of your personal information will always be maintained in accordance the highest standard of client confidentiality, however, take note of the following:

- Nedbank cannot and do not accept any liability in respect of any activities that you may undertake through using the Nedbank Mobile App.
- You shall bear all responsibility for any breach, illegal access, loss and/or corruption of your data and abuse of the zero-rating service accessed through using the Nedbank Mobile Banking.
- ❖ Your Nedbank ID or Nedbank profile, PIN and password or Nedbank card and pin details entered when you enrol or login on Nedbank mobile banking will only be used for enrolment or login purposes and no other use.
- As, a general rule never disclose your Nedbank ID and/or Nedbank profile, PIN and password and/or Nedbank card and pin details to any third parties. Nedbank cannot be held liable for any loss whatsoever should you in any manner, directly or indirectly compromise any of these details.
- Nedbank recommends that you protect yourself by increasing your telecommunications device security by activating a security password to prevent unauthorised third parties from accessing your phone and your Nedbank mobile banking profile.

Your attention is also drawn to the fact that, while Nedbank will take all reasonable steps to apply appropriate security measures, the use of the Nedbank Mobile App and the related mobile financial services may nevertheless expose you to risk. Nedbank will not be held liable if you modify or tamper with any operating system software, browser software or any other software packages or programs on your mobile device. Nedbank releases regular updates and enhancements to ensure optimal client experience on Nedbank Mobile Banking. As functionality becomes available we will request your authorisation via the Nedbank Mobile Banking to authorise the use of various features on your phone through Nedbank Mobile Banking. At times, and for your enhanced experience, the

Nedbank Mobile Banking may be temporarily unavailable for maintenance purposes, and in such instances, we will notify you. Nedbank has the right to replace, change or discontinue any existing functionality or services on reasonable notice to you and may also offer additional mobile services from time to time. The Nedbank Mobile Banking will use your mobile telephone number as a method of authentication, so you must ensure that the mobile telephone number that you have provided to Nedbank is correct. Nedbank does not accept any liability in respect to your use of mobile banking unless your loss is as, a result of Nedbank's gross negligence or wilful conduct. You hereby indemnify Nedbank; its employees, officials and representatives and holds them harmless against any claims, losses, damage, costs or expenses of whatsoever nature that Nedbank may sustain or suffer as well as against any claims, demands, actions or proceedings whatsoever which may be made or instituted against Nedbank or any of its aforementioned employees, officials or representatives resulting from use of the Nedbank Mobile Banking. For more information or should you wish to raise any questions, complaints call 0242 254800 or visit a Nedbank branch.