

MFC a division of Nedbank

Website Terms of Use, Disclaimer and Privacy Notice

MFC, a division of Nedbank Limited Reg No 1951/000009/06.
Authorised financial services and registered credit provider (NCRCP16).
01 August 2022



A division of  NEDBANK

MFC A DIVISION OF NEDBANK WEBSITE TERMS OF USE, DISCLAIMER AND PRIVACY NOTICE

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.



A division of  NEDBANK

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 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, metalags 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



A division of  NEDBANK

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.



A division of  NEDBANK

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.

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.



A division of  **NEDBANK**

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.

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.



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 NOTICE

20.1 Introduction

Nedbank treats its clients' confidential information with the utmost discretion. This is in line with the South African Constitution, which protects the right to privacy. The Protection of Personal Information Act (Popia), 4 of 2013, which operationalises the constitutional right to privacy, further strengthens our resolve to protect our clients' information. Popia promotes the fair and transparent use of personal information and requires us to safeguard it appropriately. Personal information as defined by Popia is any information that can be used to identify you as an individual, and, where applicable, legal entities. Examples of personal information is your identity number, account number, telephone number, email address, physical address, or other unique identifier.

As part of our commitment to safeguard our clients' personal information and continue to comply with the law, our processing activities involving personal information are aligned to the provisions of Popia.

20.2 What is personal information?

Personal information is data that can be used to identify you. This includes information you share with us, information that we gather during our relationship with you as our client, as well as information about your marketing preferences. This information includes:

- your gender as may be required for statistical purposes or by law;
- your marital status, nationality or social origin;
- your age, physical or mental health and well-being, disability, religion, conscience, belief, culture, and language;
- your education or any medical conditions;
- your financial information (like your income and expenses, loan repayments, investments, assets or your financial needs);
- any identifying number, symbol (like account, identity or passport numbers);
- your email address, physical address or telephone number (as this may be needed for us to communicate with you);
- your location and online identifiers [this can be Internet Protocol (IP) addresses or geolocations]
- your employment history (this is specifically relevant when you apply for credit);
- biometric information (eg fingerprints, and facial or voice recognition); and
- your personal opinions or views.

There may be circumstances in which we will collect your special personal information. Such information may include:

- your race or ethnicity (as required by law and for statistical purposes);
- your physical health (e.g. when you apply for life insurance); and
- criminal behaviour where it relates to the alleged commission of any offence; or any proceedings regarding any offence allegedly committed by you, or the disposal of such proceedings.

The collection and processing of your special personal information will only happen with your consent and this is necessary to establish, exercise or defend a right or obligation in law. We may also need to collect and process your special personal information where it is necessary to comply with a law, or for historical, statistical or research purposes.

20.3 Aim and objective of this privacy notice

It is to give you and our stakeholders guidance and information on how we collect, use and protect personal information. The privacy notice will tell you:

1. why we collect your personal information and how we may process it;
2. how we share your information with third parties;
3. how we protect your information;
4. how long we hold onto your information; and
5. of your rights.

20.4 Why do we collect and process your personal information?

For us to offer you financial products and services, we need to collect, use, share and store personal and financial information about you so that we can:

- enter into banker-client relationships with you;
- contractually engage you for loans and credit;
- gain an understanding of your financial needs to offer you the best services and products;
- develop suitable products and services to meet your needs;
- market relevant products and services to you;
- conduct market research and client satisfaction surveys;
- search, update or place your records at credit reference bureaus and government agencies;
- verify your identity and to assess your ability to get credit or to give collateral of any kind, including guarantees or suretyships;
- offer any other related banking and insurance services;
- 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; and
- 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.

It is your right to refuse to provide personal information, but this refusal may limit our ability to provide the required financial services to you. We will only collect information from you that is necessary and relevant to the service or product we have to provide.

No information will be collected without your permission or if not prescribed by law. We will not use information for marketing purposes via unsolicited electronic media that you have not agreed to.

If we use third-party data providers, we will ensure that they have the consent to share the information with us.

The lawful bases we rely on for processing this information are:

- we have your consent to do so;
- we have an obligation to carry out actions for the cancellation or performance of a contract with you;
- we are required by law to process your personal information;
- the processing protects your legitimate interest; and
- we have a legitimate interest to pursue.

20.5 Processing information of children

We will only collect and process the personal information of a child with the consent of a competent person. We may also need to process the information of a child where it is necessary to exercise or defend a right or obligation in law, or where the personal information has been made public by the child with the consent of a competent person.

We may also process the information of a child of 16 years or older if they want to be a depositor with us as authorised by the Banks Act, 94 of 1990.

20.6 How do we collect your personal information?

We collect your personal information in the following ways:

- Directly from you when you complete a product application form on paper.
- 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, like your IP address and server logs.
- 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.

Third parties from which we may collect your personal information may include:

- law firms;

- other financial institutions and service providers;
- data brokers;
- business partners;
- insurance companies;
- credit bureaus;
- payment associations;
- social media;
- the South African Police Service;
- regulators;
- public or government entities; and
- tracing agents.

20.7 To whom will we disclose your information?

Protecting our interests may sometimes require the disclosure of specific client information to third parties, for example, if payment failed due to insufficient money 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. Entities and third parties with whom we may share your information may include:

- banks and financial institutions;
- regulatory authorities;
- the regulator, industry bodies and the Ombudsman;
- law firms and auditors;
- insurers;
- the South African Police Service; and
- other third parties as may be required either contractually, by law, or legitimate interest.

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.

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

20.8 How do we protect your information?

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

All online transacting sessions are encrypted, and personal information is stored according to internationally accepted banking information security practices.

20.9 How long will we keep your information?

We will keep 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). We may keep your personal information for longer than required if you have agreed to this.

If we need to keep your personal information for longer than required, and more specifically for historical, statistical or research purposes, we will do so with the appropriate safeguards in place to prevent the records from being used for any other purpose.

Your information may be kept for varying periods from the end of our relationship, depending on regulatory requirements. We will take all reasonable steps to destroy or de-identify the personal information that we hold when it is no longer required.

20.10 Your data protection rights

You have the right to ask us to confirm whether we hold any information about you. You may also request a record from us about the personal information we hold about you, as well as information about all third parties with whom we have shared your personal information.

Once we have given the information to you, you may ask that we:

- correct or delete the personal information in our possession or under our control if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or has been obtained unlawfully;
- destroy or delete a record of your personal information that we are no longer authorised to keep in terms of the Act or other regulatory requirements; or
- stop or start sending you marketing messages by informing us in writing or through our branch network, call centres or website.
- If you want to verify the information, we have about you or want us to update or change it, you may:



A division of  NEDBANK

- refer to our Access to Information Manual at www.nedbank.co.za ;
- call the Nedbank Contact Centre on 0860 555 111; or
- go to a Nedbank branch.

20.12 Complaints

You may submit complaints about the processing of your personal information by phoning the Nedbank Contact Centre on 0860 555 111 or sending an email to privacy@nedbank.co.za

Or, if you are not satisfied with the way we have dealt with your complaints, you can contact the Information Regulator at POPIAComplaints.IR@justice.gov.za

20.13 Our contact details

The contact details of the information and deputy information officers are:

Information Officer:

Daleen Du Toit

Deputy Information Officer:

Neelesh Mooljee

Physical address:

135 Rivonia Road

Sandown

Sandton

Johannesburg

Postal address:

PO Box 653640

Benmore Gardens

2196

Tel: +27 (0)11 294 7130

Email: privacy@nedbank.co.za

Websites: nedbank.co.za and mfc.co.za

20.14 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, they help us give you a better website by enabling us to monitor which pages you find useful and which 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 them, 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.

20.15 About us

Nedbank Group is incorporated in the Republic of South Africa and our registration number is 1966/010630/06. Our ordinary shares have been listed on JSE Limited (the JSE) since 1969 under the share code: NED and on the Namibian Stock Exchange since 2007 under the share code: NBK. Our ISIN is ZAE000004875.

We offer a wide range of wholesale and retail banking services, as well as a growing insurance, asset management and wealth management offering.

These services are offered via frontline clusters:

- Nedbank Corporate and Investment Banking
- Nedbank Retail and Business Banking
- Nedbank Wealth
- Nedbank Africa Regions

The Group's business partners include the following:

- Old Mutual Limited
- Ecobank
- Ecobank Nedbank Alliance

- Bank of China

Our presence

- Nedbank Group's primary market is South Africa, but we are continuing to expand into the rest of Africa.
- We have a presence in five countries in the Southern African Development Community (SADC) and East Africa region where we own subsidiaries and banks in Namibia, eSwatini, Mozambique, Lesotho, Zimbabwe, as well as representative offices in Angola and Kenya.
- In West and Central Africa, we follow a partnership approach and concluded the acquisition of an approximate 21% shareholding in Ecobank Transnational Incorporated (ETI) in 2014, enabling a unique one-bank experience to our clients across the largest banking network in Africa, comprising more than 2 000 branches in 39 countries.

Outside of Africa we have a presence in key global financial centres to provide international financial services for Africa-based multinational and high-net-worth clients. These include:

- Guernsey
- Isle of Man
- Jersey and
- London

We also have a representative office in Dubai.