

1. Preamble

1.1. The Nedbank MasterPass Service is a digital wallet service offered by Nedbank and MasterCard.

1.2. The Nedbank MasterPass Service stores the user's selected payment and shipping information in a digital storage facility and such selected information is transmitted at the user's request to MasterPass Merchants in order for the user to purchase products and services.

1.3. The user agrees to these Terms by using the Nedbank MasterPass Service.

2. Interpretation

2.1. Unless the context indicates a different intention:

2.1.1. 'we' 'us' and 'our' refers to Nedbank Limited, its successors in titles and assigns of 135 Rivonia Campus, Sandown, Sandton;

2.1.2. 'you' and 'your' refer to the user using the Nedbank MasterPass Service, subject to these Terms;

2.1.3. we have defined some words in these Terms and these words will begin with a capital letter where indicated;

2.1.4. singular words include the plural and the other way around;

2.1.5. important clauses which may limit our responsibility or pose some risk to you will be in bold and italics.

3. Definitions

3.1. In these Terms the words:

3.1.1. App means the Nedbank MasterPass Service application for your Device, through which you can pay for Transactions;

3.1.2. App Store means your Device's application store provided by Apple, Blackberry, Windows or Android, as is applicable to you;

3.1.3. Card/s means your compatible credit, debit, charge and/or cheque card/s with a PIN and includes prepaid card/s;

3.1.4. Default Card means the Card you have chosen as your default payment option when registering your Card/s on the MasterPass Wallet;

3.1.5. Device means the smartphone that you use to access the App;

3.1.6. Group means Nedbank's affiliates, associates, subsidiaries and divisions together with Nedbank's holding company and its affiliates, associates, subsidiaries and divisions;

3.1.7. Intellectual Property means all inventions, specifications, patents, designs, trademarks, service marks, trade names and all goodwill associated with such inventions, patents, designs, trademarks, service marks, trade names; copyright, including all copyright in any logos, devices, designs, multimedia works and computer software programs (in both source and object code form, and including any programmers' or developers' notes, flow charts, memoranda and design documents); rights protecting goodwill and reputation; proprietary material, know-how, ideas, concepts, trade secrets, methods, techniques, graphics; schematics; marketing; sales and user data; domain names and URLs; databases and rights in databases, confidential information and all other Intellectual Property rights and rights of a similar character whether registered or capable of registration, rights in the nature of any of the aforesaid items whether registered or unregistered in any country or jurisdiction and all applications and rights to apply for protection of any of the same worldwide; 3.1.8. Issuer means the bank or financial institution that issued your Card to you;

3.1.9. MasterCard means MasterCard WorldWide and any of its related companies;

3.1.10. Nedbank MasterPass Service means the digital wallet service offered by Nedbank and MasterCard;

3.1.11. MasterPass Merchant means a merchant that displays the Nedbank MasterPass Service acceptance mark (e.g. Buy with MasterPass) physically at their store, on their website, mobile site, electronic bill or smart device application;

3.1.12. MasterPass Wallet means a digital storage facility on your Device wherein you store Payment Information which will be used by the MasterPass Merchant to process Transactions;

3.1.13. Password means the password chosen by you for purposes of the App;

3.1.14. Payment Information means your Card number and expiration date, billing information and other information for your Card/s, along with your preferred shipping address;

3.1.15. Personal Information means all personal information about you, including but not limited to, information about your race, gender, marital status, nationality, ethnic or social origin, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, location through your Device's global positioning system, biometric information and financial, criminal or employment history. For purposes of these Terms and the Nedbank MasterPass Service, your Personal Information also includes your Payment Information;

3.1.16. Processing or Process means any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking as well as blocking, degradation, erasure or destruction of information;

3.1.17. PIN means personal identification number;

3.1.18. Nedbank means Nedbank Limited (Registration number 1951/000009/06) and its successors or assigns and unless otherwise indicated, includes the Group; 3.1.19. SafeKey means the American Express online identity authentication tool;

3.1.20. Third Party Site/s mean/s any website or content that belongs to a third party (including a MasterPass Merchant) that is either featured on the App or is linked to the App;

3.1.21. Transaction means any transaction where you purchase any product or service from a MasterPass Merchant by transmitting your Payment Information through the Nedbank MasterPass Service. 3.1.22. Terms means these terms and conditions which apply to you individually and your use of the Nedbank MasterPass Service. 3.1.23. user means you, the user of the Nedbank MasterPass Service subject to the Terms;

3.1.24. 3D Secure means Verified by Visa and MasterCard SecureCode.

4. Use of the Nedbank MasterPass Service 4.1. You must download the App from the relevant App Store onto your Device and your use of the App is subject to the terms of the App Store you downloaded the App from. You specifically acknowledge and agree that the App store is not our agent and if you experience any difficulty with the App or if you suffer loss attributable to the App you must engage directly with the App store. 4.2. You must register for a MasterPass Wallet. 4.3. During the registration process you will be asked to provide the following:

4.3.1. name and surname

4.3.2. a valid email address

4.3.3. date of birth

4.3.4. Password; and

4.3.5. your Payment Information.

4.4. You can change your Password as often as you want by logging into the App.

4.5. If you have more than one Card registered to your MasterPass Wallet, you can choose which Card to use when making a purchase, either by using your Default Card or by selecting another Card at the time of purchase. There is a limit on how many Cards you may register to your Nedbank MasterPass Service.

4.6. You are solely responsible for maintaining up-to-date and accurate information pertaining to your

MasterPass Wallet, including without limitation all Payment Information. We are not responsible for incorrect and/or invalid information given by you.

4.7. You may only use the App on the Device with which you registered for the Nedbank MasterPass Service.

4.8. You must only use the latest version of the App. The App Store will notify you of any updates or upgrades that are available to you. If you do not install the latest version, the App may not work correctly and you may experience security and/or data flaws, for which Nedbank will not be liable under any circumstances.

4.9. You may use the Nedbank MasterPass Service only on your own behalf.

4.10. You may register more than one MasterPass Wallet, however, you may not upload the same Card onto more than one MasterPass Wallet.

4.11. The use of the Nedbank MasterPass Service is subject to the following: 4.11.1. the Terms;

4.11.2. the terms and conditions of the website www.nedbank.co.za, including the privacy and security statement, and any other relevant terms;

4.11.3. the App and App Store terms and conditions;

4.11.4. MasterPass Merchant terms and conditions;

4.11.5. regulations or terms for 3D Secure, Authenticated Mobile Transactions (AMT) and SafeKey or any other authentication process used by your Issuer;

4.11.6. the terms and conditions which govern your use of your Card/s.

4.12. By clicking "accept", "proceed", "continue", or by using the Nedbank MasterPass Service you represent and warrant that you are at least 18 years of age, capable of entering into a legally binding agreement and that you are the primary account holder in respect of all the Cards linked to the MasterPass Wallet.

5. Transacting with a MasterPass Merchant

5.1. When you click on the Buy with MasterPass button (or other prompter) at a MasterPass Merchant, the Payment Information that you have registered in your MasterPass Wallet will be used to process your Transaction.

5.2. Each Transaction is subject to the MasterPass Merchant's specific terms and conditions, and is a contractual relationship directly between you and the relevant MasterPass Merchant. Our inclusion of a MasterPass Merchant in the Nedbank MasterPass Service does not constitute any approval, endorsement or warranty by us of such MasterPass Merchant or the products or services offered by them.

5.3. You must check that your purchase is correct, not only with regards to the contents of your purchase but also with regards to the details of the MasterPass Merchant. We will process your instruction to debit your Card for the particular Transaction in real time. Once you submit your Transaction it cannot be reversed.

5.4. We are not responsible for any loss you suffer if you enter the incorrect details for your Transaction.

5.5. We are not responsible for any loss or damage you suffer because you repeated a purchase and Nedbank repeated the debit.

6. Your Rights and Obligations

6.1. It is your sole responsibility to determine whether the Nedbank MasterPass Service is suitable and adequate for your needs.

6.2. You will not use or access the Nedbank MasterPass Service carelessly or negligently.

6.3. You agree that you will not use the Nedbank MasterPass Service in contravention of any applicable laws, regulations and/or these Terms.

6.4. You are solely responsible for ensuring your use of the Nedbank MasterPass Service complies with the terms and conditions that govern your Cards that you store in and use through your MasterPass Wallet.

6.5. Nothing in these Terms overrides the terms and conditions on your Card as agreed with the Issuer and it is your responsibility to comply with such agreement. If you have any issues regarding any of your Cards then you must contact your Issuer directly.

6.6. If you have any disputes with respect to any Transaction made via the Nedbank MasterPass Service, you must contact the MasterPass Merchant with which you entered into the Transaction.

7. Fees and costs

7.1. While the Nedbank MasterPass Service is currently available free of charge, Nedbank may in the future charge for it (or additional features or functionality) at any time, in Nedbank's sole discretion, upon written notice.

7.2. Standard data costs will be charged when you download the App and every time when you access the App. These costs are charged by your mobile network operator. Any questions related to your data costs must be sent to your mobile network operator.

7.3. You are responsible for all charges and debits to your Cards that result from Transactions, including any fees charged by the relevant Issuer.

8. Keeping your MasterPass Wallet Secure

8.1. You are responsible for keeping your Password and PIN secure and for all activities that occur through your MasterPass Wallet, including the activities of others and regardless of whether such activities are authorised.

8.2. If you do not, you give up any claim you may have for any loss or damage you may suffer because you have not kept them safe. After your Password and/or PIN have been entered, Nedbank will assume that any instruction is genuine. If someone else uses your Password and/or PIN, Nedbank may carry out an instruction as if you authorised it. You may also be held liable for any losses incurred by any other party due to someone else using your MasterPass Wallet or Payment Information.

8.3. We will never ask you to enter your PIN, the last three digits of the number printed on the signature strip on the back of your Card (card verification value, or card validation code) on any device other than the Device with which you registered for the App.

8.4. If your Device is lost or stolen, or is no longer in your possession, you must contact us and inform us of such loss and you must immediately block your Device SIM card by contacting your mobile service provider. You may thereafter register again for the App on a new Device. You must however change your Password and/or PIN if you believe they have been compromised in any way whatsoever. Neither Nedbank nor any of Nedbank's service providers will be liable for any loss or damages of any kind that may arise as a result of the unauthorized use of your MasterPass Wallet or any Payment Information, either with or without your knowledge.

8.5. If the registration process has been completed and your Payment Information has been captured on the MasterPass Wallet we shall be entitled to presume that it is you, the owner of the Device and the holder of the Card account, enabling and using the Nedbank MasterPass Service. We shall have no further verification obligation.

8.6. All uses of the App are protected by encryption at international standards. The Personal Information you send through the App is encrypted. Only Nedbank's authorised employees or agents have access to information related to the App.

9. Processing your Personal Information

9.1. In order to provide the Nedbank MasterPass Service and to improve on the services you receive from us, we may Process your Personal Information, including without limitation: 9.1.1. information about your Device software and hardware, including the unique Internet mobile equipment identity (IMEI) number of your mobile telephone, the unique integrated circuit card identity (ICCID) number of your SIM card in your Device, your email address, Internet protocol (IP) address, mobile phone number, third party software installed on your Device, installation and uninstallation rates, language of your Device and its manufacturer, screen size and model of the Device and any other technical information;

9.1.2. the date and time, country and the IP address of the Device from which your Device connected to our back-end server;

9.1.3. geographic location information based on your mobile network operator's tower details, GPS (Global Positioning System) and/or WIFI communications network location;

9.1.4. the Personal Information you give when you enter one of our competitions or promotions, you complete a survey and/or when you report a problem with us;

9.1.5. a record of the correspondence when you contact us;

9.1.6. details of your use of the Nedbank MasterPass Service, including but not limited to, traffic data, location data, weblogs and other communication data that you access. 9.2. We Process the above information for the following purposes:

9.2.1. to ensure that the Nedbank MasterPass Service is presented in the most effective manner for you and for your Device;

9.2.2. to monitor and analyse the conduct on your MasterPass Wallet for fraud, compliance and other risk-related purposes;

9.2.3. to process your Transaction;

9.2.4. to verify your identity;

9.2.5. to allow you to participate in interactive features made available through the Nedbank MasterPass Service;

9.2.6. to carry out statistical and other analyses to identify potential markets and trends; and

9.2.7. to develop new products and services.

9.3. We will keep your Personal Information only to enable us to use it for the purposes described in these Terms.

9.4. We reserve the right to monitor your usage of the App to ensure compliance with the Terms.

9.5. You acknowledge that:

9.5.1. we will at all times remain responsible for determining the way in which we Process your Personal Information;

9.5.2. We are required by various laws to Process some of your Personal Information, without which we may be unable to offer the Nedbank MasterPass Service to you;

9.5.3. and you are giving us your Personal Information voluntarily.

10. Disclosure of Personal Information 10.1. We will treat your Personal Information as confidential and shall not disclose your information to third parties, except as permitted under these Terms or where we are legally compelled to do so. 10.2. You acknowledge and consent that we may disclose your Personal Information under the following circumstances:

10.2.1. when it is necessary for us to disclose your Personal Information to perform Transactions with other entities, including but not limited to, Issuers, financial institutions and/or entities that process card transactions and that assist with payment transaction processing;

10.2.2. we may disclose your Personal Information to any person who provides services to us, any person who acts as our agent or to whom we have transferred or propose to transfer any of our rights and duties in respect of your MasterPass Wallet (some of these persons may be located in countries outside of the Republic of South Africa). We ask persons who provide services to us to agree to our privacy policies if they need to access any Personal Information to carry out their services;

10.2.3. the information we Process may be used by any member of the Group worldwide, including countries that may have less stringent data privacy laws than your country; and 10.2.4. We will disclose your Personal Information to our legal advisors, financial advisors, auditors or a competent court in connection with any legal proceedings.

11. Processing and disclosure of non-personal information 11.1. We also process information from you that does not identify you as an individual. We may Process and disclose such information for any purpose. 11.2. You acknowledge that we own and retain all rights to non-personal statistical information collected and compiled by us.

12. Third Party Sites

12.1. Third Party Sites are included only for your convenience and do not constitute any approval, endorsement or warranty by us. When you click on a link to or in a popup of a Third Party Site, you will leave the Nedbank MasterPass Service. Any Personal Information you submit after you leave Nedbank MasterPass Service will not be collected or controlled by us. It will be subject to the privacy notice or terms of use applicable to the Third Party Site. It is your responsibility to review those policies before submitting your information to the Third Party Site and you provide your information at your own risk. You indemnify us from any and all losses and/or damages you incur as a result of your access to or use of any Third Party Site.

12.2. You agree that we are not liable for any of the following:

12.2.1. the content, security, operation, use, accuracy or completeness of any such Third Party Sites; or the products or services that may be offered or obtained through them; or the accuracy, completeness, or reliability of any information obtained from a Third Party Site;

12.2.2. the ownership or right of use of any licensor of any software provided through any Third Party Site;

12.2.3. any content featured on Third Party Sites that are accessed through the links found on the App;

12.2.4. any failure or problem that affects the products or services of a Third Party Site, for example any telecommunication service provider, Internet service provider, electricity supplier, local or other authority.

13. Indemnity

13.1. In addition to what is said elsewhere in these Terms, you agree to indemnify and hold harmless us and our business partners, their officers, employees, representatives and affiliates from and against any and all direct, indirect, incidental, special, punitive or consequential losses, claims, liabilities, damages, losses, fines, penalties and expenses (including, but not limited to, legal and other professional fees) arising from or in any way related to:

13.1.1. your use of the Nedbank MasterPass Service as specified in these Terms;

13.1.2. your (or anyone using your MasterPass Wallet's) breach of these Terms or applicable law;

13.1.3. your negligence or wilful misconduct; or

13.1.4. your violation of any third party's rights, including without limitation, any Intellectual Property rights.

14. Disclaimer

14.1. The Nedbank MasterPass Service is provided "as is" and with all faults. We disclaim all warranties, express and implied, including, but not limited to:

14.1.1. any warranties of merchantability, quality of information, quiet enjoyment, non-infringement, title, or fitness for a particular purpose;

14.1.2. that the Nedbank MasterPass Service or any Third Party Site will be error free, uninterrupted, free from spyware, malware, adware, viruses, worms, or other malicious code, or will function to meet your requirements.

14.2. You specifically acknowledge that we do not have any control over whether all your Transactions with a particular MasterPass Merchant will be completed or whether the Issuer will authorise the Transactions that you

initiate.

15. Limitation of Liability

15.1. We are not and shall not be liable to you for any direct, indirect, special, punitive, exemplary, consequential, or any other damages whatsoever, including, but not limited to, any personal injury, property damage, loss of use, penalties, fines, loss of business, economic loss, loss of data, or loss of profits arising out of or in connection with:

15.2. these Terms;

15.2.1. the Nedbank MasterPass Service, including your use of the Nedbank MasterPass Service in combination with any Third Party Site;

15.2.2. someone finding out your Password and/or PIN;

15.2.3. any defect, fault, malfunction and/or delay in your Device hardware and/or software;

15.2.4. any technical or other problem (interruption, malfunction, downtime or other failure) that affects the Nedbank MasterPass Service, our banking system, a third-party system or any part of any database for any reason not attributable to Nedbank;

15.2.5. any dispute in respect of a Transaction (including any errors in the descriptions of the products or services that are offered or the actions or inactions of any MasterPass Merchant); 15.2.6. your use of your Device, including any lack of attention to your surroundings resulting from such use;

15.2.7. any Personal Information or other data that is directly or indirectly lost or damaged because of technical problems, power failures, unlawful acts (such as data theft), any harmful computer program or virus, or your own negligence;

15.2.8. any event that we have no control over, such as you having sufficient funds on your Card, your network's coverage or availability or your Device's capability or capacity. 15.3. This clause does not exclude or limit any liability which, by law, is not capable of exclusion or limitation. Our maximum liability in respect of the Terms is nevertheless limited to the fees you actually paid for the Nedbank MasterPass Service.

16. Termination and Suspension

16.1. You may deregister from using the Nedbank MasterPass Service at any time.

16.2. We may immediately terminate or suspend your use of the Nedbank MasterPass Service at any time without notice. This may include, without limitation, if:

16.2.1. we suspect fraud or illegal, unauthorised or improper conduct;

16.2.2. we suspect that we are exposed to any risk through your use of the Nedbank MasterPass Service;

16.2.3. we are required by law to do so or so ordered by a competent court;

16.2.4. we suspect that your Device, SIM card or your PIN is being used, has been used or is likely to be used in an unlawful or unauthorised manner;

16.2.5. we suspect that you are attempting to compromise or interfere with our Nedbank MasterPass Service systems; or

16.2.6. we suspect that your use of the Nedbank MasterPass Service violates any of these Terms or is in contravention of any applicable law or regulations.

16.3. Where we terminate your use of the Nedbank MasterPass Service, all rights granted to you in respect of the Nedbank MasterPass Service will cease immediately.

17. Intellectual Property

17.1. All Intellectual Property rights used in connection with the Nedbank MasterPass Service, or contained in documents (in electronic form or otherwise) relating to the Nedbank MasterPass Service belong to us and/or Nedbank's licensors (and licensees). You do not have any Intellectual Property rights in the Nedbank MasterPass Service, or in any improvements or variations that may be made to them.

17.2. We grant you a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the Nedbank MasterPass Service, which may include updates and/or upgrades, only for purposes outlined in these Terms and for no other purposes. You will be asked to accept any additional terms through the App when they apply to you. The App is licenced to you only and you will not grant any rights of use or any other rights in respect of the App or any Intellectual Property Rights in it to any other person.

17.3. You may not copy, adapt, modify, alter, de-compile, reverse engineer, attempt to derive the source code of or create derivative works of, or otherwise attempt to reproduce the Nedbank MasterPass Service, its contents, including any Intellectual Property therein, its design, any updates to the App and/or any proprietary features in relation to it, or any parts thereof. This prohibition extends to any and all Third Party Sites that is found on the App and/or any content featured on the Third Party Sites which are accessed through links that are found on the App.

17.4. You acknowledge that you will not:

17.4.1. in any way represent that you have any rights of any nature in any current and future Intellectual Property belonging to us and/or any third parties featured on the App;

17.4.2. apply for or obtain registration of Nedbank's current and future Intellectual Property which may be confusingly similar thereto in any country;

17.4.3. challenge Nedbank's rights to Nedbank's current and future Intellectual Property in any country;

17.4.4. do, or omit to do, or cause to be done any act or thing which would be expected to weaken, damage, be detrimental to or in any way impair or tend to impair our current and future Intellectual Property or the reputation and goodwill associated therewith or with us and/or any third party featured on the App, or which would be expected to jeopardise or invalidate any registration of our current and future Intellectual Property;

17.4.5. use, register or attempt to register as trade names, corporate names, business names, logos, domain names, meta-tags, meta descriptors, electronic mail (email) addresses, server names, or search-engine markers anything that is identical to, contained in whole or in part, or is otherwise confusingly similar to our current and future Intellectual Property in any country;

17.4.6. establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the App without our prior written consent.

17.5. You indemnify us against all actions, claims, costs, demands, expenses and other liabilities suffered or incurred by us as are result of any third party claims initiated and/or instituted against us relating to your unauthorised use of the Nedbank MasterPass Service, the App, the content thereon and/or any other Intellectual Property rights flowing from them.

17.6. Nothing contained in these Terms or the Nedbank MasterPass Service shall be construed as granting by implication or otherwise, any license or right to use any Intellectual Property without the written permission of Nedbank or MasterCard or such party that may own the trademark.

17.7. MasterCard, MasterPass and the MasterCard brand mark are registered trademarks of MasterCard.

17.8. Any breach under this clause entitles 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.

18. Address for Notices and Legal Proceedings

18.1. We choose the registered address at Nedbank Centre, 135 Rivonia Campus, Sandown, Sandton, 2191 as the address where any legal document or notice must be served or delivered to us. 18.2. We will send any legal documents or notices to you at the address Nedbank has for you on Nedbank's records.

18.3. We may send any other written communication to your street, postal or email address, or through the App message system. We will regard a communication sent by email as having been received by you one day after it was sent.

18.4. Any legal document of notice to be served in legal proceedings must be written on paper. The relevant provisions of the Electronic Communications and Transactions Act 35 of 2002 do not apply to these legal documents or notices.

19. General

19.1. The Terms shall be governed by the laws of the Republic of South Africa and in particular the rules and regulations for 3D Secure, Authenticated Mobile Transactions (AMT) and SafeKey or any other authentication process used by your Issuer, as stipulated by the Payments Association of South Africa.

19.2. These Terms apply together with the respective current version of, conditions and disclaimers that are incorporated by reference into these Terms.

19.3. 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.

19.4. If we fail to exercise or enforce any right or provision of the Terms, it shall not constitute a waiver of such right or provision.

19.5. Any references to legislation, rules or regulations will refer to the same as are amended from time to time.

19.6. We may update these Terms at any time, upon written notice to you. Your continued use of the Nedbank MasterPass Service will be deemed an acceptance of the Terms.

20. How to Contact Us

20.1. If you have any queries or complaints about the Nedbank MasterPass Service you may visit our website at www.nedbank.co.za or call our call centre at 0860 555 111. If you have any questions about a product or service you must call the MasterPass Merchant directly.

20.2. We are a member of the Banking Association of South Africa. If we do not solve your problem, or if you are not happy with the way your problem was resolved then you may contact the Ombudsman for Banking Services at:

Telephone: 0860 800 900;

Email: info@obssa.co.za; or

Website: www.obssa.co.za.