



**NEDBANK**  
PRIVATE WEALTH

## **Focus Account Online Wealth Services Terms and Conditions**

# The Nedbank Private Wealth Focus Wealth Services

## Terms and Conditions

These **Terms** apply to all clients who use **our Online Wealth Services**.

### 1. Introduction

- 1.1 These **Terms** set out the terms and conditions on which **we** agree to provide **you** with and **you** may use **our Online Wealth Services**. **You** can ask **us** for a copy of the **Terms** at any time.
- 1.2 Where a word or expression used in the **Terms** is in **bold**, it indicates that it has a special meaning, and these are explained in the definitions in Annexure 1.
- 1.3 These **Terms**, together with the **Focus Terms** and **your Online Wealth Services Application** and/or the **Account Application** (as applicable), form part of **your Agreement** with **us**. If there is a conflict between these **Terms** and the **Focus Terms**, the **Focus Terms** will prevail.
- 1.4 **You** should read these **Terms** together with the **Focus Terms** carefully as they also apply as part of the **Agreement** and contain important information about what **you** can expect from **us** and what **we** will ask **you** to do when **you** use or apply as part of the **Agreement** and **Online Wealth Services**.
- 1.5 Some of the **Terms** in this document will only apply to the **Mobile App**, and some will only apply to the website services. **We** have explained this at the start of the relevant **Term**. This means that how the **Terms** apply to **you** will depend on whether **you** access the **Online Wealth Services** through the **Mobile App** or through the website.
- 1.6 Unless the **Terms** expressly tell **you** otherwise, these **Terms** do not change the **Focus Terms** that apply to the **Banking Services** and **Investment Services** **we** provide to **you** through **your Focus Account**.
- 1.7 Where **we** have asked **you** to tell **us** something "in writing", this includes email unless specified to the contrary in these **Terms**.
- 1.8 **We** may deliver important information to **you** through the **Online Wealth Services** therefore **you** should read any messages carefully each time **you** log in to the **Online Wealth Services**.

### 2. Who **we** are and **our** authorisation

Nedbank Private Wealth is a registered trade name of Nedbank Private Wealth Limited, a company registered in the Isle of Man.

- 2.1 Isle of Man
- 2.1.1 **Our** head office is in the Isle of Man. In these **Terms** **we** refer to this as **our** Isle of Man Office.
- 2.1.2 Nedbank Private Wealth Limited is licensed by the Isle

of Man Financial Services Authority to conduct deposit-taking and investment business.

### 2.2 London office

- 2.2.1 **Our** London office is a branch of **our** Isle of Man office, which is authorised and regulated by the Isle of Man Financial Services Authority. In these **Terms** **we** refer to this as **our** London office.
- 2.2.2 **Our** London office is authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (PRA). Details about the extent of **our** regulation by the PRA are available on request. Nedbank Private Wealth Limited is entered on the Financial Services Register with firm reference number 313189.
- 2.2.3 The address of the Prudential Regulation Authority is 20 Moorgate, London EC2R 6DA.
- 2.2.4 The address of the Financial Conduct Authority is 12 Endeavour Square, London E20 1JN.
- 2.3 Jersey office
- 2.3.1 **We** have an office in Jersey which operates as a branch of **our** Isle of Man office. In these **Terms** **we** refer to this as **our** Jersey office.
- 2.3.2 **Our** Jersey office is regulated by the Jersey Financial Services Commission to conduct deposit taking and investment business.

### 3. Online Wealth Services

- 3.1 Via **our Online Wealth Services** **you** can access information about **your Focus Account** and, subject to the **Focus Terms** (where appropriate), give **us** instructions and use such other functionality as **we** may make available from time to time. The current functionality includes but is not limited to:
  - 3.1.1 viewing investments within **your Focus Account**;
  - 3.1.2 viewing statements and/or valuations in respect of **your** Accounts;
  - 3.1.3 viewing transactions in and out of **your** Accounts;
  - 3.1.4 checking the balance of **your** Accounts;
  - 3.1.5 viewing and making foreign currency exchange transactions;
  - 3.1.6 making payments to third parties (including International Payments), where permitted under the **Focus Terms**;
  - 3.1.7 setting up and managing individual payees;

- 3.1.8 transferring money between **your Bank Accounts** over which **you** have transactional online access;
- 3.1.9 viewing the performance of investment portfolios managed by Nedbank Private Wealth on **your** behalf;
- 3.1.10 viewing **your Visa PIN details**;
- 3.1.11 reporting **your** Visa card lost or stolen;
- 3.1.12 blocking, cancelling and ordering replacement Visa cards;
- 3.1.13 opting to receive notifications of Visa transactions; and
- 3.1.14 blocking Visa card usage in certain geographical regions.
- 3.2 Further detail regarding the functionality of **our Online Wealth Services** is contained in the **Terms**.
- 3.3 **We** may replace, change, remove or add to the range of services that **you** can access through **our Online Wealth Services** (on reasonable notice to **you**), from time to time.
- 3.4 **We** will make reasonable efforts to provide the **Online Wealth Services** to **you** once **your** application to receive the services has been accepted by **us**. However, **we** do not guarantee continuous availability of the services. From time to time due to updates, maintenance, repairs, and other reasons outside **our** control the **Online Wealth Services** may be partially or fully unavailable or slow for a period of time. **We** will not be responsible to **you** for any losses suffered by **you** as a result of such unavailability or slow performance.
- 3.5 **You** must not use **our Online Wealth Services** or any other software **we** provide to:
  - 3.5.1 do anything illegal;
  - 3.5.2 upload or store images or other content that breach the rights of others or are inappropriate;
  - 3.5.3 use it in a way that could damage **our** systems or affect other users, for example by modifying the **App**, inserting malicious code or software or hacking into the **App** or **our** systems;
  - 3.5.4 develop functionally similar apps or software or reverse engineer, adapt, modify or copy the **App** or software, or allow another person to do these things; or
  - 3.5.5 make income by exploiting the use of the **Online Wealth Services**.
- 3.6 The intellectual property rights in the **App** and the **Online Wealth Services** are owned by Nedbank Private Wealth, its group companies and/or licensors. No licences or permissions are granted in relation to the use of such intellectual property rights, except as expressly set out in these **Terms**.
4. Registering for **our Online Wealth Services**
  - 4.1 **You** must be at least 18 years old and have a **Focus Account** with **us** opened through **our** Isle of Man Office, **our** Jersey office or **our** London office to use **our Online Wealth Services**.
  - 4.2 **You** must complete either an **Account Application** (if **you** wish to set up a new **Focus Account**) or **our Online Wealth Services Application** (if **you** already have a **Focus Account** and wish to receive **our Online Wealth Services**) and return it to **us** in order to apply to use **our Online Wealth Services**. Application forms are available at [www.nedbankprivatewealth.com](http://www.nedbankprivatewealth.com). By signing the **Account Application** and returning it to **us** or successfully submitting the **Online Wealth Services** Form online, **you** are agreeing to be bound by these **Terms**.
  - 4.3 **You** must provide **us** with a valid email address and a mobile telephone number. If **you** change either **your** email address or **your** mobile telephone number **you** must notify **us** of these changes promptly otherwise **you** may not be able to access the **Online Wealth Services**.
  - 4.4 Access to the **Online Wealth Services** is at **our** discretion. **We** may, without giving **you** any reason, refuse to register **you** for **our Online Wealth Services**.
  - 4.5 If **we** accept **your** application **we** will send **you** the security details that **you** need to access the **Online Wealth Services** (additional security steps will need to be taken before **you** can use the **Mobile App**). **You** must keep the security details secure and **you** must not write them down or disclose them to any other person.
  - 4.6 If **you** have a **Joint Account**:
    - 4.6.1 **Online Wealth Services** are available to individual account holders separately. If one, both or all account holders wish to have access to the **Online Wealth Services**, they must each complete the **Account Application** or **Online Wealth Services Application**.
    - 4.6.2 Each **Joint Account** holder that wishes to have access to the **Online Wealth Services** must provide an individual email address.
    - 4.6.3 Where two or more **Joint Account** holders are required to give **us** instructions to carry out a transaction on **your Focus Account**, none of the **Joint Account** holders will be eligible for **our Online Wealth Services**.
5. Using the **Mobile App**

This section only applies to **our Mobile App**.

  - 5.1 **You** must already be registered for **our Online Wealth Services**.

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5.2 **Our Mobile App** functionality is accessed via the **App**. **You** must download the latest version of the **App** from the Apple App Store or the Google Play Store onto **your** tablet, mobile or other device. **You** must not download the **App** from anywhere else. When **you** have downloaded the **App** **you** must read the **Terms** and agree to them by clicking the "ACCEPT" button.

5.3 When **you** access the **Mobile App** **we** automatically give **you** a non-transferable, non-exclusive right to use the **App** subject to **you** agreeing that:

5.3.1 **you** are only permitted to use the **App** on a mobile, tablet or other device which is registered via the **App** and belongs to **you** and is under **your** control, and **you** will register each device separately;

5.3.2 **you** are only permitted to use the **App** for the sole purpose of using the **Online Wealth Services**;

5.3.3 the right to use the **App** is granted to **you** and **you** must not transfer the **App** to anyone else or allow anyone else to access the **App** using the **App** downloaded onto any of **your** devices;

5.3.4 **you** will not make any modifications to the **App**, or attempt to do so;

5.3.5 **you** will not reverse engineer, or analyse the **App** or any part of it, or attempt to do so;

5.3.6 **you** will not copy or reproduce in any way the **App** or any part of it (except in the case of copies made automatically by **your** device in the normal course of **you** using the **App**).

5.4 When **you** click the "ACCEPT" button **you** will be bound by these **Terms**.

5.5 When **you** install the **App** **you** must activate the **Online Wealth Services** by entering the online credentials **we** provided **you** with when **you** registered for the **Online Wealth Services** including associated security credentials. **We** will send **you** confirmation that the **App** functionality has been activated.

5.6 **You** must choose a **PIN** to allow **you** to access the **App** securely. **You** must not choose a number that is easy for someone else to guess, for example **your** birthday. **You** must keep the details of **your** **PIN** secure and **you** must not tell anyone else **your** **PIN** or write it down.

5.7 **You** must not download the **App** to a device where the security features may have been changed, for example a jail-broken or rooted device. Jail-broken or rooted means that the device has deliberately had its security settings changed, making it less secure and more vulnerable to fraudulent attacks. **We** may prevent **you** from downloading or using the **App** if **we** have reason to

suspect that the security features on **your** device have been changed in any way.

5.8 **We** may update the **App** from time to time. If **you** accept notifications from the **App** **we** will display a message on the screen of **your** device when there is a new version available for **you** to download. **You** should ensure that **you** are always using the latest version of the **App** otherwise the **Mobile App** may not function correctly and there may be a risk to **your** data and personal information. **We** therefore recommend that **you** accept notifications from the **App** and **we** will not be responsible to **you** for any loss that **you** suffer through not using the latest version of the **App**.

### 6. Accessing our Online Wealth Services

6.1 Each time **you** log in to our **Online Wealth Services** via website or **Mobile App** **we** will ask **you** to confirm **your** identity before **we** will allow **you** to access **your** **Focus Account**. If **you** do not enter the correct details or **we** are unable to verify **your** identity, **you** will not be able to access the **Online Wealth Services**.

6.2 **You** must verify **your** identity using the methods and checks that **we** apply from time to time. These may include security details **we** have given **you**, **your** **PIN** or password, security features enabled on **your** device, memorable data, a one-time password issued by a hardware or software token or biometric tools. **We** may change these requirements from time to time.

6.3 **We** will not be responsible to **you** if the **Online Wealth Services** (website or **App**) is not compatible with **your** browser, mobile, tablet or other device. **We** will provide **you** with information on suitable devices if **you** ask **us**. **You** also acknowledge that how the **Online Wealth Services** are displayed and the content available to **you** may differ between different devices and browsers.

### 7. Making transfers and payments

7.1 When **you** log in to our **Online Wealth Services** **you** can, where permitted under the **Focus Terms**:

7.1.1 move money to another **Bank Account** **you** have within **your** **Focus Account** provided that the **Bank Account** **you** are transferring money to is in the same currency as the **Bank Account** **you** are making the transfer from; and

7.1.2 make a payment to a **Bank Account** held at another bank within the United Kingdom or internationally.

7.2 When **you** have provided **your** payment instructions, **you** will be asked to check them and then confirm that they are correct. Once **you** have confirmed the information is correct, this will instruct **us** to make the payment.

Further details about how **we** make the payment and the timescales for doing so are described in **our** Payments Services Guide which is available on **our** website [www.nedbankprivatewealth.com](http://www.nedbankprivatewealth.com).

- 7.3 As part of **our** payment authentication process, **we** may also ask **you** to verify the payment or transfer before **we** make it by:
  - 7.3.1 confirming a verification code sent by SMS to **your** mobile telephone number;
  - 7.3.2 using a hardware token; or
  - 7.3.3 such other methods as **we** choose from time to time, including contacting **you** by telephone, secure message or email.
  - 7.3.4 There may be a delay in carrying out **your** payment instruction while fraud prevention or other checks take place.
- 8. Keeping **your Focus Account** and information safe.
  - 8.1 **You** acknowledge that using the **Online Wealth Services** gives **you** access to **your Focus Account**. To keep **your Focus Account** safe, **you** must not give anyone **your** security details or allow them to log in to the **Online Wealth Services** using **your** devices as this will give them access to **your Focus Account**. If **you** do let someone access **your Focus Account**, **you** will be responsible for their actions and **we** may not reimburse **you** for transactions that have been made from **your Focus Account**.
  - 8.2 **We** will never send **you** an email or SMS or telephone **you** to ask **you** for any of **your** security details, including **your** password or **PIN**. If anyone asks **you** for **your** security details, including **us** or the police, **you** must not disclose them.
  - 8.3 **You** are responsible for the mobile, tablet or other device that **you** use to access **our Online Wealth Services**. **You** must keep **your** device secure and close the **App** or browser when **you** are not using it. **We** will not be responsible to **you** for any loss that **you** suffer caused by any defect in the device **you** use. **You** agree that **you** will not:
    - 8.3.1 leave **your** device unattended or accessible to a third party while **you** are logged in to the **Online Wealth Services**; or
    - 8.3.2 save **your** security details on **your** device; or
    - 8.3.3 sell or pass on **your** mobile, tablet or other device to another person without first uninstalling the **App**.
  - 8.4 If **you** do not want to use the **App** anymore **you** must promptly uninstall the **App** from **your** mobile, tablet or

other device. **We** will de-register a device if **we** become aware that **you** have not accessed the **Online Wealth Services** via a registered device for 12 months or more.

- 8.5 If **your** mobile, tablet or other device is lost or stolen or if **you** suspect that anyone else has accessed the **Online Wealth Services** or may know **your** security details or **your PIN** **you** must contact **us** immediately by telephoning **us** at our Isle of Man Office on +44 1624 645000 between 8am and 8pm on a **Business Day**. **You** must also promptly change **your** security details.
- 8.6
  - (a) If **you** have acted fraudulently, **you** will be liable for all losses and will not be entitled to a refund in any circumstances.
  - (b) If (a) does not apply, but **you** have failed to comply with **your** obligations under these **Terms** intentionally or with gross negligence, **you** will be liable for all losses up until the point that **you** notify **us** in accordance with Term 8.5. **You** will not be liable for losses incurred after the date **you** notified **us** and **we** will refund **you** for any unauthorised payments made after that date.
  - (c) In any other situation not listed in (a) or (b) above, **we** will refund **you** for any unauthorised payments except **we** may hold **you** liable up to £35, where **we** feel that **you** should reasonably have known that **your** mobile, tablet or other device had been lost or stolen, or **you** suspected that anyone else had accessed the **Online Wealth Services**, or may have known **your** security details or **your PIN**.
- 8.7 **We** have in place safeguards to protect **your Focus Account** and the details that **you** use to access the **Online Wealth Services**. However, **you** accept that while **we** will take all reasonable steps to prevent security breaches in respect of the **Online Wealth Services** any information that **you** send to **us** over an unsecured link or communication system is at risk of interception or access by a third party. **We** will not be responsible to **you** for any loss that **you** suffer because of this.
- 9. Charges
  - 9.1 **We** will not charge **you** for using **our Online Wealth Services**. However, the charges set out in the **Focus Terms and Tariff of Charges** will apply to the **Banking Services** and **Investment Services** **you** carry out using **our Online Wealth Services**.
  - 9.2 Although **we** do not charge **you** for using **our Online Wealth Services** **you** should be aware that **your** network operator or **your** internet provider may charge **you** for using the internet to access these services.

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10. Restrictions on the use of **our Online Wealth Services** abroad
- 10.1 **Our Online Wealth Services** are able to be accessed when **you** are within the Isle of Man, the Channel Islands or the UK. If **you** access or use **our Online Wealth Services** outside of these countries it is **your** responsibility to find out if it is lawful to access or use **our Online Wealth Services** in that country. **You** are responsible for complying with all local laws and **we** will not be responsible to **you** for any loss **you** suffer if **you** break any local law.
- ### 11. Privacy Policy
- 11.1 When **you** accept the **Terms** **you** agree that **we** may collect and process **your** personal information to provide **you** with the **Online Wealth Services**.
- 11.2 **Our Privacy Policy** and Legal Notices section of **our** website describes how **we** will use **your** personal information and how **we** use cookies. **We** use cookies to verify **your** identity when **you** log in to the **Online Wealth Services**. If **you** want to disable cookies, **you** will not be able to use the **Online Wealth Services**
- 11.3 **You** must read **our Privacy Policy** and Legal Notices, which are available at: <https://www.nedbankprivatewealth.com/content/private-wealth-international/international/en/supplementary/privacy-policy.html>  
<https://www.nedbankprivatewealth.com/content/private-wealth-international/international/en/supplementary/legal-notice.html>
- ### 12. Changes **we** can make to these **Terms**
- 12.1 **We** may change these **Terms** (including changes to functionality or the services **we** provide via the **Online Wealth Services**) for any reason, including where **we** are required to make a change:
- 12.1.1 to reflect changes to the systems or technology **we** use to run **our** business; or
- 12.1.2 for legal, regulatory or security reasons.
- 12.2 **We** will provide **you** with at least 30 days' notice in advance of making any changes to these **Terms** unless for legal, regulatory or security reasons **we** are required to implement such changes earlier than the stated notice period. **We** may also make changes to these **Terms**, without giving **you** prior notice, which are to **your** advantage or have no detrimental effect on **you**.
- 12.3 **We** will tell **you** by sending **you** an email, push notification, SMS message, or by displaying a message next time **you** log in to **our** website or **App**. If **you** do not want to accept a change, **you** may end this **Agreement**.
- 12.4 Sometimes **we** may make a change that **we** will ask **you** to agree to. **We** will do this by sending **you** a message on the screen when **you** log in to the website or **App**. If **you** do not agree to the change **you** will not be able to continue using the **Online Wealth Services** and this **Agreement** will end.
- ### 13. If things go wrong
- 13.1 **Our Focus Terms** set out where **we** have responsibility to reimburse **you** for money that **you** have lost and where **we** will make good a loss **you** have suffered that is caused by something **we** have done wrong.
- 13.2 However, **we** will not be responsible for things that are out of **our** control or are caused by how **your** mobile, tablet or other device works and, by way of example but without limitation, **we** will not be responsible if:
- 13.2.1 **we** are unable to provide the **Online Wealth Services** because of something that a third party has done;
- 13.2.2 **you** are not able to log in or access the **Online Wealth Services** because of slow or poor connectivity through **your** internet service provider, mobile operator or wi-fi;
- 13.2.3 **you** are using a browser that **we** are not able to support;
- 13.2.4 any device, hardware or software **you** use to access the **Online Wealth Services** is damaged, infected with a virus or malware or does not work or **you** use a device where the security features have been modified or compromised in anyway, including jailbroken or rooted devices;
- 13.2.5 the security features of any device **you** are using has been modified in any way;
- 13.2.6 **you** are prevented from accessing the **Online Wealth Services** by any firewall or anti-software device or similar;
- 13.2.7 **you** store, or otherwise compromise, **your** security details on **your** mobile, tablet or other device; or
- 13.2.8 **you** access or use the **Online Wealth Services** outside the Isle of Man, the Channel Islands and the United Kingdom.
- 13.3 If **you** break the **Terms** of this **Agreement** **you** will be responsible for the damage **you** cause to **us** and **you** must reimburse **us** for any loss **we** suffer, including (without limitation) where such loss is caused by:
- 13.3.1 malware on **your** mobile, tablet or other devices that affect the security of the **Online Wealth Services**;
- 13.3.2 modifications to the **App**;
- 13.3.3 misusing the **Online Wealth Services**;
- 13.3.4 developing functionally similar software or allowing another person to do this;



- 13.3.5 reverse engineering, adapting, modifying or copying the **App** or software, or allowing another person to do these things;
- 13.3.6 inserting malicious code or hacking into the **App** or **our** systems;
- 13.3.7 storing, or otherwise compromising, **your** security details on **your** mobile, tablet or other device;
- 13.3.8 **you** using a device where the security features have been modified or compromised in anyway, including jailbroken or rooted devices; or
- 13.3.9 **you** accessing or using **our Online Wealth Services** outside the Isle of Man, the Channel Islands or the United Kingdom otherwise than in compliance with all local laws.
- 14. Suspending or terminating the **Online Wealth Services**
  - 14.1 **You** can end the **Agreement** and ask **us** to stop providing **you** with the **Online Wealth Services** at any time without giving **us** any reason. **We** may ask **you** to confirm this in writing.
  - 14.2 If **you** do not use the **Online Wealth Services** for 12 months or more, **we** may remove **your** access to the services and terminate this **Agreement**. If **we** do this, subject to these **Terms**, **you** can re-register for the services at any time in the future.
  - 14.3 **We** can suspend, restrict or end **your** access to the **Online Wealth Services** immediately if **we** reasonably think this is necessary because:
    - 14.3.1 **you** or **we** have ended **our Agreement** to provide **you** with **Banking Services** or **Investment Services** under the **Focus Terms**;
    - 14.3.2 of maintenance or security reasons;
    - 14.3.3 **we** do not recognise the device that **you** are using, or **we** suspect **your** device has been modified or is being used in an unusual way;
    - 14.3.4 **you** are using an out-of-date browser or **App** we no longer support;
    - 14.3.5 **you** have given **us** any false information;
    - 14.3.6 **you** were not entitled to open the **Focus Account**;
    - 14.3.7 **you** behave in a threatening, abusive or other improper way towards **our** staff;
    - 14.3.8 **you** repeatedly or seriously break this **Agreement** in any way; or
    - 14.3.9 **we** are required to stop providing these services for any legal or regulatory reason.
  - 14.4 **We** will normally try to let **you** know before **we** suspend, restrict or end **your** access to the **Online Wealth Services**. However, **we** may not always be able to do this, for example if it would compromise **our** security or for legal or regulatory reasons.
  - 14.5 If **we** have suspended **your** access to the **Online Wealth Services** because **you** have entered the incorrect security details or **we** cannot otherwise verify **your** identity, **you** can reset **your** security details by contacting the customer service team at **our** Isle of Man Office on +44 1624 645000 between 8am and 8pm on a **Business Day**.
  - 14.6 If either **you** or **we** terminate this **Agreement** **we** may ask **you** to return to **us** any security device that **we** have provided to **you**, if any, and **you** must delete all copies of the **App** from any mobile, tablet or other devices where **you** have installed it.
  - 14.7 Unless **we** have terminated **our Agreement** with **you** under the **Focus Terms**, or pursuant to Term 14.3, **we** will give **you** two months' notice if **we** are going to end the **Online Wealth Services**.
- 15. Data retention
  - 15.1 **We** may delete information, statements, messages and other data accessible via the **Online Wealth Services** after seven years from the date it was created. If any of this material or data is important to **you** or **you** may need to access it in the future **you** should save it onto **your** own equipment or print a paper copy.
- 16. Complaints
  - 16.1 If **you** have a complaint, please contact **us** and **we** will try to resolve the problem. If **you** are still dissatisfied, **you** may be able to refer **your** complaint to the relevant Financial Ombudsman Service in the jurisdiction in which **your Focus Account** was opened. Full details of how to complain to **us** and how to contact the relevant Financial Ombudsman Services are set out in the **Focus Terms**.
  - 16.2 If **you** opened **your Focus Account** through the London office and **we** are not able to resolve **your** complaint as an alternative to contacting the UK Financial Ombudsman Service directly yourself **you** may be able to submit a claim through the European Online Dispute Resolution Platform. This platform will then send **your** complaint to the UK Financial Ombudsman Service for an independent review. Further information about who is eligible to claim through this service and about this service is available at [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/)
- 17. Governing Law
  - 17.1 Where **you** open **your Focus Account** through **our** Isle of Man Office in the Isle of Man:

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- 17.1.1 **our** dealings with **you** as well as the **Terms** themselves are governed by Isle of Man law; and
- 17.1.2 the Isle of Man courts will have jurisdiction over any matter arising under or in connection with the **Online Wealth Services**.
- 17.2 Where **you** open **your Focus Account** through the London office:
  - 17.2.1 **our** dealings with **you** as well as the **Terms** themselves are governed by English law; and
  - 17.2.2 the English courts will have jurisdiction over any matter arising under or in connection with the **Online Wealth Services**.
- 17.3 Where **you** open **your Focus Account** through the Jersey office:
  - 17.3.1 **our** dealings with **you** as well as the **Terms** themselves are governed by Jersey law; and
  - 17.3.2 the Jersey courts will have jurisdiction over any matter arising under or in connection with the **Online Wealth Services**.
- 17.4 However, the provisions of **Terms** 17.1 to 17.3 will not affect **our** ability to bring proceedings against **you** in any other jurisdiction.



## Annexure 1 Definitions

In these **Terms**:

**Account Application** means the application form completed by **you** asking **us** to provide **you** with **Banking Services** and, where requested, **Investment Services** and / or **Online Wealth Services**.

**Agreement** means **our Agreement** with **you** under which **we** agree to provide **you** with **our Online Wealth Services** and which consists of these **Terms**, as amended from time to time, together with the application that **you** complete in order to receive the **Online Wealth Services**.

**App / Mobile App** means the Nedbank Private Wealth **App** which **you** can download from the Apple App store or the Google Play Store and which gives **you** access to the **Mobile App**, as amended or updated from time to time.

**Bank Account** means the bank account or bank accounts opened by **us** for **you** to provide **you** with the **Banking Services**.

**Banking Services** means the banking services **we** have agreed to provide to **you** from time to time through **your Focus Account**.

**Business Day** means any day other than a Saturday or Sunday or a public holiday in the Isle of Man and/or Jersey and/or the UK, as appropriate.

**Focus Account** means the account opened by **us** for **you** through which **we** provide the range of **Banking Services** and **Investment Services** **we** have agreed to provide to **you**, from time to time, under the **Focus Terms**.

**Focus Terms** means the terms and conditions, setting out the **Agreement** between **you** and **us**, as amended from time to time, in relation to **your Focus Account**.

**Investment Service(s)** means the discretionary investment management service, the advisory service, the execution-only service and/or the custody service **we** have agreed to provide to **you** from time to time through **your Focus Account**.

**Joint Account** means a **Focus Account** held in the joint names of two or more individuals, whether personal customers, trustees, partners, directors or officers of an unincorporated society, club or other association.

**Mobile App** means the **Online Wealth Service** that **you** have requested and that **we** have agreed to provide to **you** under the **Terms** where **you** can access **your Focus Account** through **our App** using a computer, tablet, mobile phone or other device.

**Online Wealth Services Application** means the application **you** complete to access **our Online Wealth Services**.

**Online Wealth Services** means the online services that **you** have requested and that **we** have agreed to provide to **you** under these **Terms** which allow **you** to view and operate **your Account**

by accessing **our** website or **our Mobile App** using a computer, tablet, mobile phone or other device.

**PIN** means the personal identification number used in conjunction with the **Mobile App**.

**Privacy Policy** means **our** policy regarding how **we** use and hold **your** personal data and **your** rights in relation to the same. **Our Privacy Policy** is available to view at <https://www.nedbankprivatewealth.com/content/private-wealth-international/international/en/supplimentary/privacy-policy.html>

**Tariff of Charges** means the tariff of charges, as updated from time to time, applicable to the **Focus Account** **we** provide to **you**. The most up-to-date **Tariff of Charges** is available on **our** website at [www.nedbankprivatewealth.com](http://www.nedbankprivatewealth.com).

**Terms** means these terms and conditions, as amended or updated from time to time.

**Us/ we/ our** means Nedbank Private Wealth Limited.

**Visa PIN** means the personal identification number used in conjunction with a Visa Platinum Debit Card.

**You/ your/ yours** means **you**, a client of **ours**, and where **you** are a **Joint Account** holder, each of **you**.

The singular includes the plural and the other way around.

Words denoting the masculine gender include the feminine and neuter genders.







## Get in touch

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## [nedbankprivatewealth.com](https://nedbankprivatewealth.com)

Not all products and services are available in all jurisdictions. Legislation or regulations in your home jurisdiction may prohibit you from becoming a client. We reserve the right to make the final determination on whether you are eligible for particular products and services, or to become a client.

Nedbank Private Wealth is a registered trade name of Nedbank Private Wealth Limited.

The parent of Nedbank Private Wealth is Nedbank Group Limited, which is incorporated in South Africa and is regulated by the South African Reserve Bank.

The latest audited report and accounts, and details of Nedbank Private Wealth Limited's credit rating are available at [www.nedbankprivatewealth.com](https://www.nedbankprivatewealth.com)

Nedbank Private Wealth Limited is licensed by the Isle of Man Financial Services Authority. Registered office: St Mary's Court 20 Hill Street Douglas Isle of Man.

The Jersey branch is regulated by the Jersey Financial Services Commission.

The London branch is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration No: 313189.

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