

# PROFESSIONAL ONLINE BANKING SERVICES APPLICATION VIEW-ONLY



Please complete in BLOCK CAPITALS and black ink. If you need help to complete this form, please call us on 0800 289 936 (Freephone UK only) or +44 (0)1624 645000.

If your company wishes to apply for online banking access to view or transact on your account(s), please complete the below sections. The following information should be supplied by the company and is required to ensure that only the below applicants can access your accounts

## 1. ABOUT THE COMPANY ("THE COMPANY")

ACCOUNT NAME	
ACCOUNT NUMBER(S)	

## 2. FACILITIES REQUIRED

Please confirm the facilities required by ticking the relevant box below.

ACCOUNT VIEWING	<input type="checkbox"/> YES	<input type="checkbox"/> NO
REPORTING SERVICE	<input type="checkbox"/> YES	<input type="checkbox"/> NO

## 3. APPLICANTS FOR ONLINE BANKING (USERS)

FULL NAME 1	
FULL NAME 2	
FULL NAME 3	
FULL NAME 4	
FULL NAME 5	
FULL NAME 6	

## 4. SECURITY MANAGER'S INFORMATION

	SECURITY MANAGER		ALTERNATIVE SECURITY MANAGER	
FORENAME				
SURNAME				
EMAIL ADDRESS				
TELEPHONE NUMBER	+		+	
FOR ADDED SECURITY AND TO HELP US TO IDENTIFY YOU, PLEASE PROVIDE A PASSWORD. PLEASE WRITE IN PRINT AND BLOCK CAPITALS, AND KEEP TO ONE WORD. PASSWORD MUST BE A MINIMUM OF FOUR CHARACTERS.				

## 5. TERMS AND CONDITIONS

Please note, these are in addition to the standard Focus Terms and Conditions.

Please read the following statements and sign overleaf:

1. The Bank will not be liable for any loss, damage, injury, interruption, delay or non-performance arising from or caused by the following:
  - 1.1. events beyond the Bank's control, including:
    - 1.1.1. fire, storm, flood or acts of God; or
    - 1.1.2. employment disputes, inducing strike action, whether or not involving the Bank's employees; or
    - 1.1.3. explosion, war, riot, act of terrorism or other civil disturbance; or
    - 1.1.4. any intervention by government or other authority; or
    - 1.1.5. the failure or fluctuation of any power supply, or
    - 1.1.6. any telecommunications interruption or failure;
  - 1.2. any failure or malfunction of the intermediary reporting services (IRS) and client enquiries (CE), both of which are components of the Company's Professional Online Banking Service (POBS);
  - 1.3. the Bank's provision and/or the Company's use in connection with our IRS and CE which contains any virus or similar defect which disables or otherwise damages any software and/or hardware and/or other equipment belonging to the Company and/or your agent;
  - 1.4. the Company's misuse and/or the misuse by your agent of the IRS and CE;
2. The Bank reserves the right to withdraw the IRS and CE without notice, although every effort will be made to provide advance warning of the service being withdrawn.
3. The Company will provide the Bank with a designated System Security Manager and an Alternate System Security Manager, with whom the Bank can communicate regarding system access issues.
4. The Bank will provide the Company designated System Security Manager or Alternate System Security Manager with the initial system access passwords and authenticators for use by the Company's POBS users.
5. In the event that a user is unable to gain access to the system due to failing to provide the correct security credentials, it is the responsibility of the Company to advise the Bank. The initial reporting of system access failure must be made by the System Security Manager or the Alternate System Security Manager, and the Bank will contact the individual user directly to confirm new security credentials. When notified of a security access failure, the Bank staff will take all reasonable steps to remedy the issue and to reset the user.
6. The Bank will only accept notification of system failures, security amendments or personnel changes from the System Security Manager or the Alternate System Security Manager.
7. The Bank will not be liable for any consequential or indirect losses whatsoever, or for any loss of profits, loss of contracts, other financial losses, loss of data or loss of goodwill, however the same may arise, including those liabilities arising under contract, tort (including, but not limited to, negligence) or otherwise whether reasonably foreseeable or not and whether or not the Bank have been advised of the possibility of such loss being incurred, arising from the Company and/or your agent's use of IRS and CE.
8. Without prejudice to the Bank's position as set out above, we do not accept liability for any loss, damage, injury, interruption, delay or non-performance whatsoever, however caused or however arising, except to the extent that it is directly caused by the Bank's fraud, wilful default or negligence. The maximum value of the Bank's liabilities, if any, arising from the use of IRS and CE by its clients is £10,000.
9. The Bank will not be bound by any representations or warranties given by any of our employees or agents in connection with IRS and CE unless and until the same have been confirmed in writing by someone who is authorised by the Bank to make such representations or warranties on our behalf.
10. The Company hereby expressly agree that the Bank will not be held liable in any manner whatsoever for any breaches in respect of the security, privacy and/or confidentiality of such information howsoever arising from the IRS and CE service, except to the extent that any such breach is directly caused by the Bank's wilful default or negligence.
11. The Company expressly agree to indemnify the Bank against any losses, damages, claims, actions, proceedings, costs or expenses that the Bank suffers or incurs (including without prejudice to the generality of the foregoing, any sums which the Bank may be obliged to pay to any third party operator), by reason directly or indirectly of the Company and/or your agents negligence or failure to act in accordance with any applicable operations manuals supplied by the Bank, in respect of the Company and/or your agent's use of the IRS and CE.

12. The Company agrees not to modify, damage, interfere with or restrict access to IRS and CE or do anything which may interrupt or impair its functionality.
13. The Bank retains the absolute right to discontinue the IRS and CE without prejudice to any of your accrued rights, where the Bank in its sole discretion, considers that the Company is contravening these Terms and Conditions.
14. The Bank reserves the right to amend these Terms and Conditions. The Company will be bound by change through your continued use of IRS and CE. The Bank will notify the Company of any amendments to these Terms and Conditions.
15. The Bank's failure to exercise or enforce any of its rights in connection with these Terms and Conditions shall not constitute a waiver of any such rights, unless acknowledged and agreed to by us, to you in writing.
16. The security of any authenticators or other security devices provided by the Bank for use with POBS is the responsibility of the Company and a charge may be levied for any replacements. It is the Company's responsibility to return any such authenticators or other security devices that are no longer required or as requested by the Bank.
17. It is the responsibility of the Company to notify the Bank of the users of the POBS system and to advise the Bank of any changes in a timely manner. Requests for new users or amendments to existing users must be authorised by the Company in accordance with their existing Mandate. The Company will advise the Bank separately of any changes to users of this service and the Bank may restrict the number of users in certain circumstances.
18. These Terms and Conditions shall be construed in accordance with the laws of the Isle of Man. The Company agrees that the courts of the Isle of Man are to have non-exclusive jurisdiction to settle any disputes, which arise out of, or in connection with these Terms and Conditions. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to the law, then such provisions shall be construed as far as possible to reflect the intention of the parties with the other provisions remaining in full force and effect.
19. The Bank will provide training to the initial users and each initial user will be required to acknowledge that they are sufficiently trained to use POBS. It is the responsibility of the Company to ensure that all subsequent users are sufficiently trained and the Bank agrees to provide ongoing training as requested.

## 6. ACCOUNTHOLDER SIGNATURE(S)

**Please note, you are advised to check your account(s) online daily and inform us immediately if any discrepancies are found.**

It is acknowledged that the Bank may assume that this mandate will remain valid until it has received notice in writing confirming otherwise.

By signing below, the company agrees to these Terms and Conditions.

	FIRST AUTHORISED SIGNATORY	SECOND AUTHORISED SIGNATORY
SIGNATURE		
DATE (DD/MM/YYYY)		

Please note, all signatories to the account must sign this form in accordance with your existing account mandate.

When you have completed this form, simply post it (original required) to:

**Nedbank Private Wealth**  
**St Mary's Court 20 Hill Street**  
**Douglas Isle of Man**  
**British Isles IM1 1EU**

or

**Nedbank Private Wealth**  
**31 The Esplanade**  
**St Helier Jersey**  
**Channel Islands JE1 1FB**

or

**Nedbank Private Wealth**  
**Seventh Floor**  
**12 Arthur Street**  
**London EC4R 9AB**

**Once this application form has been approved, an agreement letter will be issued.**