

Terms & conditions for Investec data integration offering



These terms and conditions (the “Terms”), to the extent that client has elected to make use of the Investec Data Integration Offering (as defined below), form part of and are deemed to be, incorporated as ancillary conditions to the terms and condition applicable to each Investec Account, as amended from time to time (“the agreement”). The agreement will govern your conduct when using the Investec Data Integration Offering.

Words and expressions defined in the agreement shall bear the same meanings in these Terms (unless specifically defined in these Terms).

The Terms shall come into effect, and all provisions will apply to Investec and the client, when the client first uses the Investec Data Integration Offering or accepts these Terms whichever is earlier.

A copy of the latest version of these Terms and the agreement can either be requested from Investec or be obtained from our [website](#). By accessing and using the Investec Data Integration Offering, the client warrants that he/she/it has read, understands (in particular those provisions printed in bold) and agrees to be bound by these Terms. The Investec Data Integration Offering should not be used if the client does not accept to be bound by these Terms.

If there is any conflict between these Terms and any other terms, rules or procedures applicable to the Investec Data Integration Offering, these Terms will prevail.

1. Definitions:

The headings in these Terms are for reference only. Words importing one gender include the other genders, words in the singular include the plural and vice versa and natural persons include created entities. The following expressions have the following meanings:

- 1.1 “client” means for purposes of these Terms, any client of the Investec Group (or any division thereof) who is making use or will make use of the Investec Data Integration Offering;
- 1.2 “Client Consent” means the instruction and consent provided to Investec by the client using Investec Online directly or using the Third Party Window, to make Data available to the client and/or Third Party;
- 1.3 “Data” means the Transactional Data from all the Investec Accounts selected by the client at the time the Client Consent is provided;
- 1.4 “Data Exportation” means the process whereby Data is exported using the Investec Data Integration Offering, following receipt by Investec of the Client Consent;
- 1.5 “Investec Account” means those accounts held by the client with the Investec Group that offers integrational banking as an additional service offering and/or feature;
- 1.6 “Investec Data Integration Offering” means the service of Data Exportation provided by Investec to the client;
- 1.7 “service providers” means those suppliers and/or third party service providers appointed by Investec from time to time in its sole discretion, for the purposes of making the Data Integration Offering available to the client;
- 1.8 “Transactional Data” means credit and debit transactions and running balances and may, depending on the services selected by the Client, include Personal Information;

2. Investec Data Integration Offering Features

- 2.1 As a benefit to being a client of the Investec Group, clients will have access to the Investec Data Integration Offering.

Cash Investments | Foreign Exchange | Personal Finance | Transactional Banking

Investec Private Banking, a division of Investec Bank Limited registration number 1969/004763/06. Investec Private Banking is committed to the Code of Banking Practice as regulated by the Ombudsman for Banking Services. Copies of the Code and the Ombudsman's details are available on request or visit www.investec.com. A registered credit provider registration number NCRCP9.

- 2.2 Access to the Investec Data Integration Offering is linked to the client's Investec account and will only be available for so long as the client holds an Investec Account that is open and in good standing.
- 2.3 The use of these Investec Data Integration Offering is solely at the risk of the client. Investec is merely facilitating Data Exportation as requested by the client.
- 2.4 Copyright in all materials made available through the Investec Data Integration Offering are owned either by Investec, the Third Party and/or such service providers as may be applicable and is protected by both national and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of any such material will constitute an infringement of that copyright. The trademarks, logos and service marks displayed relating to the Investec Data Integration Offering, registered and unregistered trademarks of Investec, the Third Party and/or any service providers that are applicable. Nothing contained in the Investec Data Integration Offering should be construed as granting any license or right to use any trademark, logos or service marks without the written permission of Investec, the Third Party and/or such other service providers.
- 2.5 Except as required by applicable law, Investec will not be responsible for any certification or directive to the client, nor be responsible for any obligations or liability of any kind owing by the client arising from their use of the Investec Data Integration Offering.
- 2.6 The client accepts that Investec may in its sole and absolute discretion amend, replace or substitute the Investec Data Integration Offering and/or any aspects thereof. Investec will give the client reasonable notification of such amendment by any means of communication, including mail, e-communication or through any other reasonable medium that Investec may appropriate. Investec shall use its best endeavours to ensure little or no impact to the client in the event of any change or replacement of the Investec Data Integration Offering.

3. Use of the Investec Data Integration Offering

- 3.1 Investec will, following receipt of the Client Consent either through Investec Online or through receipt of consent passed on to it by the authorised Third Party, enable Data Exportation at such intervals or automatically as required.
- 3.2 You must keep your Investec Online log in details safe as by not doing so could lead to unauthorised access and use of your online profile. Please read the terms and conditions applicable to your Investec Account on the further steps you must take to keep your details safe.
- 3.3 The client can revoke the Third Party access at any time by submitting a revocation request using Investec Online after which no further Data Exportation will be possible, whilst any Data Exportation that was performed prior to the revocation shall remain with the Third Party.
- 3.4 Investec's sole role as part of the Investec Data Integration Offering is the provision of the Data subject to the Client Consent and in accordance with the process as set out above. Investec has no control over the actual use by the Third Party of the Data received. By using the Investec Data Integration Offering, the client acknowledges and agrees to indemnify Investec against any direct and/or indirect claim, loss, damage or cost incurred by the client and/or any third party as a result of any unauthorised use by any Third Party or other service providers (to the extent applicable) of the Data shared by the client.

4. Use of Third Party Products and Third Party Services

- 4.1 Notwithstanding the Investec Data Integration Offering, Investec is not acting as an agent for and/or on behalf of the Third Party for purposes of the Investec Data Integration Offering.
- 4.2 The client acknowledges and agrees that the use of the Investec Data Integration Offering via a Third Party is subject to the Third Party's own terms distinct from Investec's services, systems and the terms of the agreement ("Third Party Terms").
- 4.3 It is the client's sole responsibility to familiarise him/her/itself and comply with the Third Party Terms.
- 4.4 Investec will not be responsible or liable for any content, information, goods, services and/or quality and accuracy of such content, information, goods or services available on or through the Investec Data Integration Offering nor for any claim, loss, damage, cost or expenses incurred by the client or any other third party as a result thereof.

4.5 Any dealings, communication, correspondence and interaction with the Third Party will be at the client's own risk and solely between client and Third Party including (amongst other things) matters related to payment and delivery of goods and services, any terms, conditions, warranties or representation associated with such dealings, communication, correspondence and interactions.

5. Delays in or malfunction of Data Exportation

- 5.1 All Data shared will be based on information available to Investec at the time of Data Exportation.
- 5.2 There is a possibility that the Data shared may not be available and/or accurate, complete or up to date at the time of receipt of such Data by the Third Party and/or client as a result of (amongst other things) any potential failure, malfunction and/or delays in any network or electronic systems and/or services caused by any reason whatsoever.
- 5.3 Investec shall not guarantee and/or be responsible for the availability or accuracy of the Data nor shall it be liable for any for any claim, loss, damage or cost incurred as a result thereof and the client indemnifies Investec accordingly.

6. Limited Liability

- 6.1 Investec provides the Data to the Third Party and/or the client (subject to the provisions of 5 above) at the behest of the client and therefore does not warrant in any way that the Investec Data Integration Offering will meet any of the client's personal, financial or such other practice management related needs.
- 6.2 The client will bear all risk and liability for his/her/its use of the Investec Data Integration Offering including his/her/its failure to comply with the provisions as contained in these Terms. Investec will not bear any liability at all, howsoever arising, and the client accordingly indemnifies Investec against any claims, losses, damage or costs (including consequential losses) directly and/or indirectly incurred by the client or another third party as a result of the client's use of the Investec Data Integration Offering unless caused as a result of Investec's proven gross negligence or proven wilful misconduct.

7. Termination

The rights of termination set out in this clause 7 shall be in addition to any rights of termination, suspension, cancellation and/or closure set out elsewhere under in the agreement.

- 7.1 Should the client no longer wish to make use of the Investec Data Integration Offering whether in totality or in part for any reason whatsoever, it may terminate such use at any time by following the instructions available for the Data Integration Offering or contacting the Client Support Centre.
- 7.2 It is the client's responsibility to notify all applicable Third Parties of such cancellation.
- 7.3 Investec reserves the right (without derogating any rights of suspension, cancellation and/or termination it has in accordance with this agreement) to terminate the Investec Data Integration Offering in its entirety upon 30 days' notice to the client or sooner if due to circumstances out of Investec's control, the Investec Data Integration Offering is part of full no longer available to clients. Investec will give the client notification of such cancellation by any means of communication including mail, e-communication or through any other medium that Investec may deem fit.
- 7.4 The client acknowledges and agrees that, notwithstanding cancellation, any Data Exportation performed prior to such cancellation has already occurred and as such shall remain in the Third Party's possession. Investec will not be responsible or liable for any destruction of such information by the Third Party. It is the client's responsibility to contact the Third Party directly in respect of the destruction or future use of such Data by the Third Party.

8. General

- 8.1 An client may not cede, delegate or otherwise transfer any rights or obligations arising from these Terms without Investec's prior approval, which approval will be at Investec's sole discretion.
- 8.2 If any of the terms and conditions in these Terms are found to be invalid or unenforceable, such terms and conditions will be severable from the remaining terms and conditions and those set out under the agreement, which will remain in full force and effect.

- 8.3 Investec, on prior reasonable notice (subject to any applicable laws) to the client, will be entitled to amend or update these Terms and the client agrees to be bound by the amended Terms.
- 8.4 The existence of a link or reference from the website to any partner's website, web pages or other content or service does not constitute Investec's recommendation or approval thereof.
- 8.5 These Terms will be governed by and construed in accordance with the laws of the Republic of South Africa.