

# **MTN Handset Rent to Own**

## **Terms & Conditions**

### TERMS AND CONDITIONS OF RENTAL AGREEMENT

#### 1. Introduction

The Lessor hereby agrees to rent from the Lessee the Equipment for the Rental Period and against payment of the amount(s) as provided for in the Rental Schedule.

#### 2. Rental Schedule

To be defined upon successful application.

#### 3. Definitions

The following words and expressions shall bear the meanings assigned to them below and cognate words and expressions bear corresponding meanings.

3.1 Where any term is defined within the Rental Schedule, the Payment Schedule or a particular clause of these Terms and Conditions, that term shall bear the meaning ascribed to it in the Rental Schedule or that clause wherever it is used in this Agreement.

3.1.1 "Agreement" – this rental agreement incorporating these Terms and Conditions, the Rental Schedule and the Payment Schedule;

3.1.2 "Equipment" – the equipment rented from the lessor as described in the Rental Schedule, and any Agreement equipment substituted for the equipment from time to time;

3.1.3 "Payment Schedule" - the payment schedule specifying the details of amongst other things the Rental, the Initial Payment and the Term;

3.1.4 "Rental Schedule" - the rental schedule specifying the details of amongst other things the lessor, the lessee, the Equipment, and the Rental; and

3.1.5 "Terms and Conditions" – the terms and conditions of rental as embodied in this document, as amended from time to time.

#### 4. Rental

4.1 The lessor hereby rents the Equipment to the Lessee, who rents the Equipment from the Lessor for the Term.

4.2 Lessee agrees to pay Lessor the Initial Payment and each Rent Payment when such payment is due for the fixed Term of this lease. The amount of the total Rent shall be considered

to be the sum of the Rent payments Lessee is required to make during the Term of the lease (the "Total Rent").

4.3 The parties agree that the Lessor is the owner of the Equipment, and it shall remain the owner of the Equipment for the duration of this Agreement.

## 5. Term and Termination

5.1 The term of this Agreement shall continue so long as all the obligations set forth herein have been fulfilled.

5.2 The Lessee may terminate this Agreement at any time during the term by providing twenty (20) business days' written notice to the Lessor. Upon such termination, the Lessee must return the Equipment in good working order, together with accessories and user manuals originally provided.

5.3 The Lessee may also terminate this Agreement within 7 days from the date of delivery without penalty in accordance with the Electronic Communications and Transactions Act 25 of 2002 and its Regulations. Upon such termination, the Lessee must return the Equipment in the original sealed and unopened packaging. The Lessor may charge a reasonable fee for the return of the Equipment.

5.4 In the event of early cancellation of this Agreement by Lessee, the Lessee will remain liable for any and all amounts already due to the Lessor, which may include arrear Rental Payments.

5.5 The Lessor may charge a reasonable cancellation penalty in accordance with the Consumer Protection Act, 2008 and its Regulations. The amount of the penalty will be communicated to the Lessee upon receipt of the termination notice.

5.6 Should the Lessee fail to return the Equipment as required or, should the Equipment have been damaged or destroyed or the Lessee failed to inform the Lessor of loss or theft of the Equipment, the Lessee shall remain liable to compensate the Lessor for all damage (fair wear and tear excluded) or loss the Lessor may suffer as a result of damage to, loss, theft or destruction of the Equipment.

## 6. Credit and Transactional Report Authorization

6.1 Lessee hereby acknowledges and expressly accepts that Lessor can conduct check into the credit and transactional history of the Lessee for the purpose of establishing the Lessee's credit worthiness and the Lessee's propensity to pay monies due to Lessor. Such databases may include the Lessee's mobile money wallet data.

6.2 Lessee hereby states that he/she agrees that Lessor can make periodic inquiries of his/her credit and transactional history, during the time that the Parties maintain a legal relationship.

## 7. Payments and MTN MoMo Account Authorization

7.1 Lessee agrees to make payments for the Initial Payment and each Rent Payment in accordance with the terms described in the Rental Schedule. The amounts mentioned in the Payment Schedule are inclusive of value added tax.

7.2 If all or part of a payment is not made by its due date, the Equipment shall automatically be locked by the Lessor's System. Once locked, the Lessee will not be able to use the Equipment, except to call a local emergency number and a customer service number. The Equipment shall remain locked until all payments are brought up to date. Lessee agrees that Lessor or its agent, commission agent or outsourced third party, shall have the right to install the aforementioned Lessor's System on the Equipment, in order to be able to automatically lock it by the Lessor's System in case of a payment default by Lessee.

7.3 All payments due by the Lessee to the Lessor will be made, without deduction or set off.

7.4 The computer accounts or certificate signed by the financial manager of the Lessor, whose appointment need not be proved, will be prima facie proof of all amounts due by the Lessee to the Lessor.

7.5 The Lessee authorises the Lessor to debit their MTN MoMo Account for all rental payment obligations on each due date, as set out in Clause 8 of this Agreement.

7.6 The Lessee agrees to initiate and maintain a recurring payment instruction on their MTN MoMo Account to enable these debits. This authorisation will remain in effect for the duration of this Agreement, unless terminated in writing with 20 business days' notice to the Lessor.

7.7 If the Lessee experiences any issues with a payment made through the MTN MoMo Account or would like to dispute a MoMo payment deduction, the Lessee must contact the MTN MoMo Customer Service on 083 135.

7.8 The Lessee acknowledges that payment authorisation via MTN MoMo is subject to the terms and conditions of the MTN MoMo service, and that certain actions such as stopping and reversing payments, may affect their obligations under this Agreement.

7.9 If the Lessee defaults on any payment obligation under this Agreement – including, but not limited to, changing their MTN MoMo Account, blocking withdrawals, or otherwise preventing the Lessor from collecting amounts due – the Lessee will be liable for all reasonable costs incurred by the Lessor in recovering the outstanding amounts. These costs may include legal fees, collection charges and, other related expenses.

7.10 Where the Lessee uses a different payment method (that is not the MTN MoMo Account), their payment will only be considered successful once it clears. If the Lessee fails to pay on time, pays late, or falls behind on payments, this may negatively affect their credit record. The Lessor also reserves the right to report the Lessee's Rental Account to credit bureaus via the South African Credit and Risk Reporting Association (SACCRA), which could impact the Lessor's future ability to access credit.

7.11 Should the Lessee's account fall into arrears, the Lessor has the right, in its sole discretion, to trace the Lessee's whereabouts and new contact details with any information at the lessee's disposal or connected information.

## 8. Payment Date

8.1 Both parties agree that the date of payment for the Initial Payment shall be within 7 (seven) days of the execution date of this Agreement and subsequent Rent Payments shall be payable in advance on the first business day of each subsequent week / or the last day of each month during the term, until the Total Rent is covered in its entirety.

8.2 The Rent Payment due date is due as follows;

8.2.1 should the Initial Payment for the Equipment be successfully paid before the 15TH of the month, the 1ST Rent Payment will be due on the first day of that following month,

8.2.2 should the Initial Payment be successfully paid after the 15TH of the month, the 1ST Rent Payment will be due on the first day of the next following month.

8.3 Thereafter, the Rent Payment is due on the last day of each month during the term, until the Total Rent is covered in its entirety.

## 9. Delivery and Acceptance

9.1 Upon acceptance of the Lessee application and receipt of the Initial Payment, the Lessor will provide to the Lessee a Delivery Reference number. Once the Delivery Reference number is issued by the Lessor to the Lessee, delivery of the Equipment will take place within 3-5 business days to the Lessor nominated address provided in the Lessee Application. Upon delivery the Lessee will be required to provide proof of identity and sign the delivery receipt. If a family member or a staff member of the Lessee signs the delivery receipt, such person shall be deemed to be duly authorised to do so for and on behalf of the Lessee.

## 10. Advance payments

Lessee shall be permitted to pay the Total Rent of the Equipment at any time prior to the due date of the last scheduled Rent payment, without penalty. If Lessee delivers an amount greater than the Rental amount payable, any excess paid shall be allocated to the next Rental payment.

## 11. Default and Remedies

11.1 The Lessee will be considered in default under this Agreement if the Lessee:

- (i) Fails to pay the Initial Payment;
- (ii) Fails to make full payment of any required Rent Payment by the due date;
- (iii) Attempts to modify, or allows others to modify, the Lessor's System or the Equipment; or
- (iv) Breaches any other provision or obligation under this Agreement.

11.2 If a default occurs, the Lessee acknowledges and agrees that the Equipment may be locked. This may result in full or partial loss of access to the Equipment for as long as the default continues. If the Lessee is unable to continue making payments, the Equipment must be returned to the Lessor at the Lessee's own expense.

11.3 If the Lessee does not remedy the payment default and fails to return the Equipment, the Lessor may:

11.3.1 Lock the Equipment, which will remain unlocked until all outstanding amounts are paid in full:

11.3.2 Extend the original Rental Period to allow for the repayment of arrears. In this case, payment due dates may be adjusted, and the Lessor will provide an amended Rental Schedule reflecting the changes;

11.3.3 In the case of material failure to comply with this Agreement, cancel the Agreement after giving the Lessee twenty (20) Business Days' written notice. If the Lessee does not correct the failure within that period, the Agreement will be cancelled.

## 12. Warranty

12.1 The Equipment is subject to the implied warranty of quality set out in the Consumer Protection Act, 2008. This means the Equipment is warranted to be of good quality, in good working order, free from defects, and suitable for the purpose for which it is generally intended, for a period of six (6) months from the date of delivery.

12.2 If during the warranty period, the Equipment is found to be defective due to a manufacturing fault or other failure not caused by the Lessee's misuse or negligence, the Lessee may contact Airvantage Customer Service to report the issue. The Lessee may elect to have the Equipment repaired, replaced or to receive a refund, in line with the rights provided under the Consumer Protection Act, 2008.

12.3 Where the defect is assessed and determined to be the result of damage caused by the Lessee – including but not limited to physical impact, water damage, or use not in accordance with the manufacturer's instructions – the Lessee will be liable for the cost of repair or replacement and will remain responsible for all Rental Payments due under this Agreement.

12.4 The Lessor will facilitate the repair or replacement process and may coordinate with the manufacturer or authorised service provider.

## 13. Use of Equipment

13.1 Lessee agrees to keep the Equipment in good working order and condition at all times while subject to this Agreement. In case of any damage or malfunction to the Equipment observed by Lessee, refer to warranty Clause 10.

13.2 The lessee may not -

13.2.1 use the Equipment for any purpose for which it is not commonly intended;

13.2.2 sell, donate, let, loan, pledge, transfer or otherwise alienate the Equipment, nor allow it to be attached in terms of any lien or hypothec;

13.2.3 cede or transfer any rights to the Equipment; or

13.2.4 tamper with the Equipment nor allow any other person to tamper with, repair, alter, modify, adjust or service the Equipment.

13.3 Lessee agrees that if the Equipment is "locked" by the network operator or Equipment manufacturer due to multiple failed attempts to enter the access password, there is the possibility of having to make a payment, by Lessee, in order to unlock the Equipment, following the respective procedure with the Lessor and with the support of the establishment where Lessee acquired the Equipment. The Lessor is not responsible for the user forgetting the password. The forgetting of the password shall cause an ongoing lock of the Equipment and if the logic card must be replaced, Lessee shall be required to pay the cost of the repair.

13.4 Lessee agrees not to modify, nor allow others to modify, the Equipment in a way that directly or indirectly affects the Lessor's System. Any attempt to modify, or any modification

made, to the Equipment that could affect the intended operation of the Lessor System shall be a cause for an automatic Equipment lock and an early termination of this Agreement in accordance with Clause 9, and if the Equipment is not returned in the manner stated herein, Lessee shall be subject to the payment of any applicable damages.

#### 14. Risks

14.1 Notwithstanding any other provision of this Agreement, the Lessee assumes the risk of: (ii) the partial or total loss or deterioration of any Equipment, even in case of force majeure; (iii) in general, all risks, losses, theft, impairment, destruction or damages of the Equipment for any reason whatsoever, whether partial or total; (iv) any events that occur whilst the Lessee is in arrears with any Rent payment due.

14.2 Should any of the above events arise, the Lessee shall not be released from the payment obligations hereunder and under other instruments derived here from and shall be required to perform said obligations in the agreed manner, specifically, those relating to the full payment of the stated Rent. In addition, the Lessee shall be liable to compensate the Lessor for the loss of or damage to the Equipment.

14.3 Lessee hereby waives any action or right hereunder that may be exercised against Lessor, and Lessee agrees to hold harmless Lessor, its executives, officers and employees from any claim, action, requirement, demand and/or complaint made by third parties against Lessor for the use of each Equipment. The Lessee acknowledges that the Lessor shall not be liable in any way for any defects/damages to the Equipment.

#### 15. Assignment

Lessee may not, without the prior written consent of Lessor, assign or transfer this Agreement or any payment or other amount due or to be due hereunder to any third-party assignee (the "Assignee"), otherwise, the Assignee shall be jointly and severally liable, assuming all the same obligations as Lessee. Lessor may assign, in whole or in part, its rights and obligations under this Agreement.

#### 16. Documents and Notices

16.1 By signing this Agreement, Lessee confirms that he/she has access to his/her email account, where copies of this Agreement and the terms and conditions of the service, privacy policies and other related information are available to Lessee. Lessee gives its consent to receive communications related to the account electronically, either through the Equipment, by email or text message.

16.2 Unless otherwise specified herein, all communications related to this Agreement shall be made by email to the email addresses provided by the Parties herein and may also be notified at the respective addresses indicated by the parties if the party intending to make the communication deems it necessary.

#### 17. Miscellaneous

17.1 Lessee agrees that, if any provision of this Agreement is rendered invalid, said invalidity shall not affect the validity of the other provisions of the Agreement, and that the other provisions of the Agreement shall continue to be binding and enforceable.

17.2 No indulgence which the Lessor may grant to the Lessee shall constitute a waiver of any of the Lessor's rights.

17.3 The Lessor may, in its sole discretion, amend these Terms and Conditions, at any time. Any amendments shall be notified to Lessee, at least 14 days before such amendment will take effect, via email or posted on the Lessor's website (if no effective date is stated, the effective date of the amendment will be 14 days from either the email being sent, or the notification being posted on the Lessor Portal, whichever occurs sooner). It is the responsibility of the Lessee to regularly check the Lessor's website and make sure that it is satisfied with any amendments to these Terms and Conditions. Should the Lessee not be satisfied with any such amendments, the Lessee must no longer use the Lessor Portal or the Services, and should terminate this Agreement.

17.4 Any such change will only apply to your use of the Seller Portal and the Services after the effective date of the change. If you use the Lessor's Portal or any of the Services after such changes have been notified to you or posted on the Lessor Portal, you will be deemed to have accepted such changes.

17.5 Lessor and Lessee acknowledge that this Agreement is subject to the applicable provisions on money laundering contained in South African and International legislation.

#### 18. Governing Law

This Agreement shall be governed and construed in accordance with the laws of South Africa. Any disputes arising from this Agreement shall be settled before the competent courts sitting in Gauteng. Lessee and Lessor expressly submit to the laws and courts of Gauteng and agree to expressly waive any present or future jurisdiction that may correspond to them by reason of their domicile, or for any other reason.

#### 19. Privacy

19.1 The Lessor hereby informs Lessee that all its data obtained hereunder (the "Data") shall be treated confidentially and shall be duly protected through the systems provided therefore and shall only be used in accordance with the Lessor's privacy policy ("Privacy Policy") which is accessible at

<https://www.airvantage.co.za/wp-content/uploads/2025/07/PRIVACY-POLICY-FOR-AIRVANTAGE-RENTALS-1.pdf>

19.2 The Lessee acknowledges that the Lessor will store, process, and use the customer's personal information in order for the Lessor to comply with the terms of this Agreement. Such information includes, but is not limited to, the Lessee's addresses and contact details, identity number, employment and financial information, demographic information, and credit history

19.3 The Lessee further agrees to the Lessor storing, processing, and using the Lessee's personal information for, inter alia, the following purposes:

19.3.1 marketing the Lessor and the Lessor's affiliates' current and future products to the Lessee from time to time;

19.3.2 analysing Lessee data and trends from time to time itself and with the assistance of service providers;

19.3.3 assessing and analysing the Lessor's credit risk from time to time.

19.4 The Lessee agrees that the Lessor may share the Lessee's personal information with third parties, including, but not limited to:

19.4.1 other members of the Lessor's group of companies;

19.4.2 the Lessor's agents and/or service providers;

19.4.3 regulators and government authorities upon request; and

19.4.4 the credit bureau.

19.5 The Lessee acknowledges that it has the right to access and rectify any of its personal information stored by the Lessor.

19.6 The Lessee acknowledges that the Lessor may use and share its credit information, together with other personal information, with third parties in order to monitor and assess its credit risk

19.7 The Lessee consents to the Lessor processing its personal information for the purposes of verifying its creditworthiness from time to time and for as long as this agreement remains in force.

19.8 The Lessee consents to the Lessor processing and storing personal information in order to carry out the Lessor's obligations under this Agreement and to monitor the Lessee's compliance with these Terms and Conditions.

## 20. Complaints

20.1 You can contact us through our Customer Services department by calling customer service at 083135.

20.2 Customer Services' operating hours are Monday to Sunday, 9am to 7pm. If Lessee has an issue which is not resolved adequately, Lessee may contact the National Consumer Commission by telephone on 012 428 7000 or 012 428 7726 or by email on [complaints@thencc.org.za](mailto:complaints@thencc.org.za).

## 21. End Options

21.1 The parties agree that at the end of the Term of this Agreement, provided that Lessee is up to date with his/her/its obligations to Lessor, Lessee may choose one of the following end options:

21.1.1 Purchase the Equipment from the Lessor, at a fair market value determined by agreement between the parties. Failing agreement in this regard, the parties agree that the purchase price payable by the Lessee shall be the amount stated in the Payment Schedule. The purchase price shall be payable within 30 days of the End Date; or

21.1.2 Return the Equipment to the Lessor in good working order and condition (together with all accessories and user manuals as initially delivered to the Lessee); or

21.1.3 Obtain from Lessor one or more extensions of the term of the Agreement regarding the Equipment, in which case any rental amounts must be agreed in writing by both parties.

21.2 Any of the options mentioned above chosen by Lessee must be notified in writing to Lessor at least one month prior to the expiration of the Term, otherwise, it shall be understood that Lessee, subject to final notice from the Lessor, agrees to purchase the Equipment from the Lessor in accordance with 21.1.1 above.