



Old Mutual Connect Device Sales Terms and Conditions

Introduction

These Terms and Conditions apply to users who are consumers under the Consumer Protection Act, 68 of 2008 ("CPA").

These Terms and Conditions including the Device Returns and Refunds Policy are binding and enforceable against every person ("you" or "your") that purchases mobile Device and/or mobile equipment ("Device(s)") from Old Mutual. By purchasing a Device, you acknowledge that you have read and agree to be bound by these Terms and Conditions.

Nothing in these Terms and Conditions unlawfully restricts, limits, or avoids any rights or obligations created for you or Old Mutual under the CPA.

General Terms

Old Mutual Connect is an offering by Old Mutual Transaction Services (Pty) Limited (Reg No. 2012/225985/07), a company in the Old Mutual Group.

Manufacturer Terms and Conditions apply.

You may not transfer your rights or obligations under these Terms and Conditions.

Failure to enforce a right does not constitute a waiver. If any term is invalid, the remaining terms remain in effect. No variation or cancellation is valid unless in writing and accepted by both parties.

Customers are responsible for selecting a Device that meet their needs (e.g., features, capacity, color, functionality).

Ordering of Device

Order Placement and Availability: Orders are subject to product availability. Stock is limited, and pricing may change and pricing errors corrected without notice. If a product becomes unavailable after payment, Old Mutual will notify you and refund you.

Delivery

Delivery Process

Deliveries are handled by third-party providers. A valid form of identification shall be required upon delivery. Once processed and dispatched, delivery takes approximately 1-2 business days, subject to stock availability.

If delivery is delayed, it will be communicated to you.

Incorrect Information

Old Mutual is not liable for incorrect orders or deliveries due to errors in information provided by you (e.g., incorrect delivery address).

Delays

Delivery may be impacted by events beyond Old Mutual's control (e.g., adverse weather or industrial action). Old Mutual is not liable for late deliveries but will strive for a smooth delivery process.

Tracking Your Order

Delivery information will be communicated to you by the third-party courier via email and/or WhatsApp.

Delivery Costs

Delivery costs are added to your invoice.



Delivery Issues

Contact the Old Mutual Service Centre on 0860 445 445 regarding delivery issues.

Returns

Refer to the Old Mutual Device Returns and Refunds Policy, incorporated by reference, for details on returning Device and related refunds, replacements, or repairs.

Errors

Old Mutual strives to accurately reflect product descriptions, availability, prices, and delivery charges. If errors occur (not due to gross negligence) Old Mutual reserves the right to correct the error and will notify you, Old Mutual will not be liable for losses, except to refund amounts paid for incorrect purchase prices.

Privacy

Old Mutual processes Personal Information only for the purpose it was collected, including disclosure to third-party service providers involved in servicing, delivery and Device purchase processing and fulfilment, and in compliance with applicable laws and in accordance with the Old Mutual Privacy Policy.

Refer to the Old Mutual Privacy Policy, incorporated by reference, available on www.oldmutual.co.za, for details on how your personal information is handled.

Changes to Terms and Conditions

Old Mutual may amend these Terms and Conditions at its discretion. It is your responsibility to review it regularly.

Limitation of Liability

Old Mutual makes every effort to ensure that product information and pricing is accurate and up to date. However, errors may occasionally occur. Old Mutual cannot be held responsible for any inaccuracies or pricing discrepancies.

To the extent permitted by law, Old Mutual will not be liable for any direct, indirect, incidental, or consequential losses or damages arising from the use of any Device purchased from Old Mutual, the Website, or any third-party websites linked through it.

By using the Website or purchasing products from Old Mutual, you agree to take responsibility for such use and to indemnify Old Mutual against any claims, losses, or damages suffered by you or third parties as a result, except where liability cannot be excluded by law.

Complaints, Queries and Notices

Any notices will either be provided via SMS, email or posted on the Website. You consent to receiving notices in this manner.

Complaints and Queries about Devices should be directed to the Old Mutual Service Centre on 0860 445 445.

Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of South Africa.



Old Mutual Device Returns and Refunds Policy

Introduction

This Device Returns and Refunds Policy forms part of the General Terms and Conditions. Nothing in this Policy limits your statutory rights.

This policy sets out the circumstances in which you can return goods or receive a refund.

Failure to meet these requirements may delay or result in the decline of your return.

Unwanted or Incorrectly Purchased Products

You may return an unwanted product if:

- It is unopened, undamaged, unused, with original labels and stickers intact;
- It includes all accessories and parts;
- It is returned with the invoice within 10 business days of delivery or collection.

Note that you will be responsible for the courier costs for us to collect the Device. Should we find on assessment of the returned Device, that the Device has been opened, we may charge you a reasonable fee to make the Device for resale again under certain circumstances.

After 10 days, returns are only accepted for defective products. Upon validation, your refund will be processed in the same way that you initially paid for the Device, within 10-15 business days of the return being received.

Incorrect Device delivered

If we delivered an incorrect Device to you that you did not order, you may, within 10 (ten) days of delivery request us to collect the Device. We will collect it from you as soon as reasonably possible after you have informed us of the incorrect delivery or we informed you of our mistake. Note that we will be responsible for the courier costs for us to collect the Device.

Under no circumstances may Device be returned directly to any Old Mutual branch.

Returns process for 10-day returns

- You must contact us to arrange for return of the Device.
- The Device should be securely wrapped prior to the collecting driver placing the Device into the courier flyer bag to avoid any possible damage from occurring during transit.

Faulty/Defective Device

In Warranty

- Old Mutual should be notified of faulty or defective Device within 6 months of delivery (or as per supplier warranty).
- Once we have received the notification, arrangements will be made for collection of the Device. Once received, the Device will be assessed. Upon validation, we will first send the Device for repair. We will, at our discretion, repair or replace the Device. If at our discretion a repair or replacement is not possible, then we will refund you the price you paid for the Device.
- All Devices are covered by a manufacturer's warranty, subject to the manufacturer's terms and conditions (usually included in product packaging). You are responsible for reviewing these terms.
- It will, determined at our discretion, be considered a non-defect if the fault was caused as by your abuse as consumer, fair wear and tear, or your negligence incorrect usage, electrical



surges, sea air corrosion, failure to care for the product, or unauthorized alterations. In such

instances the warranty will no longer apply, and you will not be able to return the Device to us. Accordingly, you need to make sure that you use the Device appropriately.

- You will also not be able to return the Device to us if you did not follow the product instructions of use or guidelines for a purpose other than what it was intended to be used for.

Out of Warranty

- If a Device becomes faulty/defective after the manufacturer's warranty period for the Device has lapsed, or it is determined that the fault is not covered by the Warranty, you can contact us and we will provide you with the details of the nearest authorised repair centre.

Returns process for defective Device

- If you suspect that there is a defect present in the Device, you must contact us to arrange for return of the Device to us as soon as reasonably possible after you detect the defect, and within the warranty period.
- Once we have received the Device, we will investigate the matter and run the necessary tests on the Device to determine the reason for the defect.

Charges for use

- We may charge you a reasonable fee for the use of the Device in certain circumstances to get the Device fit for resale. This amount will be deducted from any refund due to you before payment.
- If you wish to return Device to us for any reason set out in this Device Returns and Refunds Policy, we will inform you what these charges would be after we have had the opportunity to inspect the condition of the Device at the time of return.

Proof of purchase

If you wish to return Device to us for any reason, we may require that you provide us with the proof of purchase or your copy of the delivery note in order for us to determine and confirm:

- That you bought the Device from us;
- when the Device was purchased by you.

Preparing Products for Return

To ensure prompt processing, you are responsible for:

- Packaging products safely for transit;
- Clearly marking the return reference number on the parcel;
- Including all accessories and parts sold with the product.

Failure to meet these requirements may delay or result in the decline of your return.

Refunds

- No refunds will be made in-branch.
- You will be refunded subject to the law and in the same way that you initially paid for the Device.
- It is your duty to provide the correct banking details to us in writing and we will not be liable to you if we made payment to an incorrect bank account provided by you.



Out of Box Failure (“OBF”)

Upon purchasing the device, you have a 7-day OBF period from the date you activated the Device, to report a fault to us.

Valid OBF

A repairs administrator will contact you and explain the OBF procedure.

The process will be as follows:

1. The fault must be reported within 7 business days of Device activation.
2. The end-user will be requested to take photographic evidence of the Device and to send these off to the claims team. This will be done to ascertain whether any physical damage is present.
3. Based on the criteria of steps 1 and 2. The claims administrator will arrange the collection of the Device. At the point of collecting, the administrator will request that the following steps be taken prior to the physical Device being collected:
 - The Device should be packaged in its original sales packaging.
 - All accessories received with the Device are returned with the sales packaging.
 - All SD and sim cards should be removed from the Device. We cannot be held liable for any losses incurred should any of these items go missing in and out of transit.
 - The Device should be securely wrapped prior to the collecting driver placing the Device into the courier flyer bag to avoid any possible damage from occurring during transit.

Should the device pass as an approved OBF, we will either replace the Device with a new Device or refund for the full purchased value.

Invalid OBF

It is important to note that an OBF will be deemed as invalid should any of the following instances occur upon inspection of the Device:

- The fault was not reported within 7 business days of activation of the Device.
- The end user did not return the Device in its original sales packaging, i.e. the IMEI number on the sales package does match the IMEI number on the actual Device.
- There are missing accessories in the sales package.
- There is physical damage located on the Device.
- There is liquid damage found on the Device.

Should the Device fail any of the above criteria, the Device will then either be considered as an In-Warranty or Out of Warranty Claim.

Depending on the Original Equipment Manufacturer, the turnaround time in finalising an OBF claim could range from 7- 14 working days from reported date.

After OBF

After the 7-day OBF period has ended, the Device is still covered by the Warranty process detailed in the Device Returns and Refunds Policy.