

MTN CONTRACT PHONES TERMS & CONDITIONS

Summary of Contract Phones

1. The Contract Phones Contract allows customers to walk to any MTN service centre to choose any smart phone/tablet of their choice bundled with free data, SMS and voice and pay in installments over a period of 12 or 18 months. The Smart phones and tablets will range from very high value to medium value devices.
2. This offer is open to government workers accessing their salaries through the Controller and Accountant General's Department, companies under club100 and workers of other reputable organizations.
3. All interested customers can visit any MTN Service Centre or NIB Branch with a **valid ID, one passport sized picture** and last three months' **pay slip** to access the offer.
4. National Investment Bank will pre-finance all the phones bought by customers and will later on deduct through monthly installments from the customer's respective banks.
5. Where the customer defaults in the payment of the installments, the Bank shall activate measures to retrieve the debt.

1. The obligations of the Bank are as follows:

- a) Process and approve applications of qualified customers
- b) Submit reports on approved applications to the Merchant
- c) That NIB shall bear the credit risk under the financing scheme.
- d) Assume responsibility for recoveries of the loan granted to customers pursuant to this Agreement.
- e) Ensure that total minimum value of consumer durable goods to be purchased by a customer shall not be less than GH¢300.00 and the aggregate of loans outstanding per borrower shall not exceed GH¢15,000.00.
- f) Insure the loans against the death and disability of borrowers with a reputable insurance company with the Bank's name endorsed on the policy as the first loss payee.

VAD Systems Warranty Policy

1. The Warranty for mobile device(s) included in the original sales package ("Product") is provided by Vad systems. Products purchased from Vad systems are genuine and sophisticated electronic devices. Vad Systems strongly encourages you to read and follow its user guide.
2. Please also note that your Product may contain parts, which can be damaged if not handled very carefully.
3. During the warranty period, Vad systems (through our authorized service center) will remedy defects in materials and workmanship that result in Product failure during normal usage, free of charge within two months, and in a commercially reasonable time by either repairing or replacing parts at its option. If Vad systems replace the Parts (Repairs), the Product will be subject to your rights set forth in this Warranty for the remaining warranty period of the original product.

Warranty Period

The warranty period starts when the Product is sold to an end-user for the first time. This can be evidenced either by:

1. the proof of purchase issued by our sales outlet and/or
2. the date of sale as captured in our systems.

Vad systems warrant the items in the sales pack as follows:

- (i) Twelve (12) months for the main device except otherwise stated in writing at the time of purchase.
- (ii) One free repair or part replacement.

This Warranty is not Applicable in any of the following cases

1. The warranty card is not duly filled and mailed back to the service centre for registration by the purchaser.
2. The completed warranty card is not presented to authorized personnel at the time of repair.
3. The product is not purchased from Vad Systems Limited or any of its sales outlets.
4. The product is not used according to instructions given in the instruction manual.

5. Defects caused by improper use as determined by the company's personnel.
6. Modification or alteration of any nature is made in the electrical circuitry/ or physical construction of the set.
7. Installation/ repair work is carried out by persons/agency other than authorized by the company.
8. Site (premises where the product is kept) conditions that do not confirm to the recommended operating conditions of the device.
9. The original serial number is removed, obliterated or altered from the device.

10. Defects due to causes beyond control like lightning, abnormal voltage, acts of God or while in transit to service centre or purchaser's residence.
11. No repair will renew or extend the warranty periods. However, original or replacement parts provided under this Warranty will be covered by this Warranty for the remainder of the original warranty period or for ninety (90) days from the date of repair or replacement, whichever is longer.
12. This Vad Systems warranty Policy Supersedes any warranty arrangement such as manufactures' warranty unless otherwise stated by Vad Systems Ltd.

13. The Customer, Vad Systems and National Investment Bank further agree as follow:

13.1 That MTN Ghana is not responsible for the quality and performance of the phones sold by Vad Systems and hereby absolves and indemnifies MTN Ghana from all liabilities whether legal or social that may emanate from this contract or from any parties directly or indirectly involved in the implementation of this contract.

13.2 That MTN Ghana is not and shall not be responsible for retrieving the phones or retrieving the payments from persons who have assessed this offer of contract phones.