



**TERMS AND CONDITIONS FOR MTN PICK AND PAY LATER  
(Effective as of March 2021)**

1. This device is purchased on credit under the MTN Pick and Pay Later offer.
2. Customer shall make payments by monthly instalments from their Mobile Money wallet before picking up the device from their selected MTN Customer Service Center. The first instalment payment shall be made at the time of collecting the device.
3. Customer's monthly instalment payment shall be calculated over the selected instalment period and displayed to the customer for confirmation.
4. All devices shall have a lock application on the device, which cannot be deleted until full payment has been made for the device. The lock application is an application, which shall be activated to lock the device in case of default in repayment of the device.
5. Customer understands that in case of default in payment for sixty(60) consecutive days from the due date of a monthly payment, MTN and its Pick and Pay Later Partners(Partners) shall have the right to lock the device remotely limiting the Customer's ability to use the device during that period. Customer shall only have access to initiate Mobile Money transactions and receive phone calls. Where there is an extended default for a further thirty (30) days, after the initial lock, the device shall be completely locked which shall prevent the Customer from accessing the device whether to make or receive calls or perform any other actions on the device.
6. Customer consents and agrees that their information shall be shared with the Credit Bureau Agency to validate their credit worthiness in order to determine the final credit score of the Customer for approval for the Pick & Pay Later offer.
7. Customer shall at all times during the repayment period keep only an MTN SIM card in the device.



8. Customer understands that the device is not their property until full payment has been made. MTN and its Partners shall have the right to lock the device at any time during the repayment period for failure to comply with the terms of payment.
9. Customer understands that this Terms and Conditions is valid for the duration of the payment period only.
10. Customer fully understands that this Terms and Conditions is legally binding and therefore, acknowledges that if any of the provisions are breached the device shall be reclaimed and any payments made to the device vendor shall be forfeited.
11. A Customer shall be liable for any loss or damage to the device during the repayment period and shall complete repayment whether or not there has been a damage to or loss of the device.

#### **12. Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 7 (seven) days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

#### **13. Applicable law and Jurisdiction**

The applicable law of these terms and conditions shall be the laws of Ghana and the courts of Ghana shall have jurisdiction in any matter(s) arising herein.

#### **14. Business Address**

Location: MTN House, Independence Avenue,

West Ridge, Accra Ghana

Division: Marketing (Data and Devices)

Mobile : 0244300000