



## TERMS AND CONDITIONS FOR SCANCOM PLC ("MTN") PICK AND PAY LATER

### 1. BACKGROUND

- 1.1. MTN in the quest to achieve its 2025 ambition of "Leading digital solutions for Africa's progress" will continue to churn innovative device offers to excite its existing and potential MTN smartphone customers.
- 1.2. The "MTN Pick and Pay Later" service (the "Service") is a device finance proposition that offers MTN customers an opportunity to acquire or smartphones and pay later in instalments.
- 1.3. MTN in partnership with device partners, Insurance companies, Fintech partners and other financial partners launched this device financing proposition that offers MTN customers an opportunity to acquire smartphones and pay in instalments. Qualified MTN Customers will pay an initial deposit into a dedicated Online Virtual Account (OVA) to acquire the smartphone. For the repayment of the remaining amount, Customers can opt to pay over a period of four (4) months or a period of six (6) months via MTN Mobile Money ("a Period").
- 1.4. The smartphones will be pre-financed by Access Bank PLC. Customers will be required to pay an initial deposit to acquire a 4G smartphone and the balance of the purchase price of the 4G smartphone will be paid off on monthly basis over a period.

### 2. GENERAL TERMS

- 2.1. The smartphone will be purchased on credit under the Service as maybe approved by the MTN.
- 2.2. The maximum amount available to each customer shall however be subject to customer's credit worthiness determined by a credit scoring engine subject to customers credit worthiness on MTN network.
- 2.3. Customer consents to be over 18 years and have legal capacity to access this service.

#### **Scancom PLC (MTN Ghana)**

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**Directors:** Dr. Ishmael Yamson (Chairman) | Stephen Blewett (CEO) | Antoinette Kwofie (CFO) | Felix Addo\* | Kofi Dadzie\* | NanaAma Botchway\*  
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- 2.4. Customer agrees to have personally accessed MTN Mobile Money Platform and fully understands the terms and conditions and their obligations for the Pick and Pay Later facility application.
- 2.5. The interest payable on the credit is fixed and the amount will be displayed to Customer when making your request.
- 2.6. Customer shall make payments by monthly instalments from their MTN mobile money wallet. An initial payment must be made by customer before picking up the device from an MTN service centre.
- 2.7. Customer's monthly instalment payment shall be calculated over the selected instalment period and displayed to the customer for confirmation.
- 2.8. Customer can opt for a repayment period of four (4) months or six (6) months which option shall be the tenure of the facility after a successful request.
- 2.9. The tenure of the facility shall commence upon completion of the application process via USSD.
3. The duration of insurance shall be determined by the loan tenure. The value of insurance shall be the purchase price of the device excluding interest.
4. The customer shall pay full insurance premium at the time of purchasing the device. The insurance premium will cover device loss or accidental damage to the device, which occurs during the insurance period.
5. All devices shall have a lock application, which cannot be deleted until full payment has been made for the device. The lock application shall be activated on pick up to lock the device in case of default in repayment for the device.
6. Customer understands that in case of default in payment on the due date of repayment, MTN and its Pick and Pay Later Partners shall have the right to lock the device remotely limiting the customer's ability to use the device.
  - 6.1. Once device is locked, customer shall only have access to USSD to initiate payment to settle the outstanding loan amount. After a successful

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payment, the device will be unlocked and customer will regain full access to the device.

- 6.2. Customer shall at all times during the repayment use only an MTN duly registered SIM in the device.
- 6.3. Customer understands that transfer of ownership of the device shall not occur 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.
7. Customer understands that these Terms and Conditions are valid during the payment period only.
8. Customer fully understands that these Terms and Conditions are legally binding and therefore, acknowledges that if any of the provision are breached, the device shall be reclaimed, and any payments made to the device vendor shall be forfeited.
9. Customer shall correctly and fully complete all required digital Know Your Customer ("KYC") at the pick-up location.
10. Customer shall make only one successful request at a time; where the loan is still outstanding, customer may not make another request.

#### 11. DISBURSEMENT

Where you do not receive the device within the timeframe, you are required to notify MTN within three (3) business days following the date on which the device should have been received. Such notification may be done by contacting our customer support phone number 100.

#### 12. FEES AND INTERESTS

The Pick and Pay later facility will attract interest and other fees (the "total charges") specified on the USSD service.

#### 13. REPAYMENT

- 13.1. The principal shall become due in full, together with the interest (collectively referred to hereafter as "repayment amount"), on the dates

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set out in the repayment schedule of the agreement.

- 13.2. Customer shall be responsible for ensuring that the repayment amount is paid on the due date specified in the agreement. Any payment received after the due date, even if initiated and completed by customer before the due date may constitute late payment at MTN's sole discretion.
- 13.3. MTN only accepts payments via MoMo USSD short code \*170#.
- 13.4. MTN shall be responsible for verifying receipt of your repayment and notifying the Customer if repayment has not been made.

#### 14. TERMINATION

- 14.1. MTN reserves the right to, in its sole discretion, terminate your application process or the agreement any time before the effective date.
- 14.2. Upon such termination or cancellation, MTN shall in no way be liable to you for any loss or damage deriving from the termination.

#### 15. DISCLOSURE OF INFORMATION

You Agree That MTN May:

- 15.1. Disclose any information required to be disclosed under the Credit Reporting Act, 2007 (Act 726), the regulations thereto, and any other legal and regulatory requirement, to credit bureaus.
- 15.2. Report to the appropriate authorities in the case of suspected fraud or unlawful activity and MTN shall cooperate with the lawful authorities in respect of any investigation into any suspected unlawful activity of you.

#### 16. AMENDMENTS

MTN reserves the right to amend or revise the Terms and Conditions at any time and will notify customers of such amendments which shall be made available to customers via website and an abridged form will be available on the USSD. We also advise you to periodically review these terms and conditions.

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## 17. LEGAL AND OTHER EXPENSES

All legal fees or other costs and expenses arising from the facility or enforcing the terms and conditions herein should such occasion ever arise shall be claimed from the customer.

## 18. ELECTRONIC COMMUNICATIONS

The Customer hereby consents to notices, documents and any other communications relating to MTN Pick and Pay Later and these terms and conditions being sent to the Customer are made available to the customer via SMS or other electronic means (including without limitation, an SMS message). The customer also consents to receiving commercial electronic messages that MTN may send from time to time (including SMS messages and email)

## 19. DATA PROTECTION AND PRIVACY

### 19.1. Our Commitment

MTN together with our partners: Access bank the ( the “Financial Partner”), Hollard Insurance (“the Insurance Partner”), Payswitch Ghana Limited (“the Fintech Partner”), Atlantic Phones (“the Device Retailer”), take the protection of your privacy and security of your Personal Data very seriously. We have the commitment to process your Personal Data in a fair, lawful, transparent, ethical, and secure manner and to ensure that the collection, access, use, storage, disposal and disclosure of Personal Information will comply with all data protection requirements under the Data Protection Act 2012 (Act 843), as well as all other applicable laws, regulations and directives.

### 19.2. Data Collection and Purpose Statement

In order to provide you with this service, we will collect and process your personal information. This information may include, but is not limited to, the following data sets: phone number, data and airtime recharge transaction details, mobile money transaction details etc. The purpose of collecting this data is to enable us to assess your credit worthiness and ability to repay the device loan. We are committed to ensuring the protection of your personal information and using it only for the intended purpose stated above. Your trust is important to us, and we assure you that your data

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will be handled with the utmost care and in accordance with the Data Protection Act, 2012 (Act 843) and other applicable privacy laws, regulations and regulations.

#### 19.3. Lawful Basis:

The lawful basis for processing your personal data is grounded in the necessity of such processing for the performance of a contract to which you are a party. Specifically, this pertains to these Terms and Conditions governing your request for and use of the product Pick and Pay Later. By entering into this agreement, you agree to the collection and use of your personal data as outlined in the Terms and Conditions, which is integral to fulfilling our contractual obligations. Be rest assured that your personal information will be treated with the utmost confidentiality and in compliance with the Data Protection Act, 2012 (Act 843) and other applicable data protection laws, regulations and directives.

#### 19.4. Data Sharing

We may only share your personal data with the trusted third parties named above to facilitate the provision of our services to you or otherwise to some regulators for regulatory and legal obligatory purposes. Your information will only be shared to the extent necessary to fulfil the purposes outlined in this agreement. We ensure that any third party or regulator with whom we share your data with complies with the Data Protection Act, 2012 (Act 843) and maintain the highest forms of confidentiality and security of your information.

#### 19.5. Security and Storage

We are committed to safeguarding your personal information and have implemented stringent security measures to protect against unauthorized access, disclosure, alteration, and destruction. These security measures include encryption, access controls, regular security assessments, and ongoing training for our personnel. While we take every reasonable precaution to protect your data, it is important to ensure some form of protection at your end to completely secure and guarantee absolute security.

#### 19.6. Your Rights

As a data subject, you have some rights regarding the use of your personal data. These rights may include the right to access, rectify, or erase your personal information, and the right to restrict or object to certain types of processing. To exercise these rights or for any inquiries regarding the processing of your personal data, please contact our Data Privacy Team through [data.privacy.gh@mtn.com](mailto:data.privacy.gh@mtn.com). We

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will respond to your requests in accordance with the Data Protection Act of Ghana and the MTN Ghana Data Privacy and Protection Policy.

## 20. EXCLUSION OF LIABILITY

MTN and its Partners shall not become liable to you for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with your application for or your use of this facility/product.

## 21. APPLICATION LAW AND JURISDICTION

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

## 22. RIGHT TO CANCEL

22.1. If a device is not in stock within a forty-eight (48) hour period after request by the Customer, you will be contacted and notified and have the option to give five (5) working days for the device to be supplied or proceed with cancellation.

22.2. A form will be made available on the website to submit a cancellation request.

22.3. Once you have collected a device from the Service Centre, you will NOT be able to return it for cancellation unless there is a manufacturing fault on the device, in which case, it will be raised with the Original Equipment Manufacture (OEM's) to either replace the device or process a refund if the claim is valid.

## 23. PERIOD OF REFUND

We endeavor to reimburse your initial deposit five (5) working days after receipt of your cancellation request.

## 24. MEANS OF REFUND

We will make the reimbursement using the same means of payment as used for the initial transaction that is MTN MoMo. You will not incur any fees because of the reimbursement. If you do not hear from us within five (5)

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Public



working days of lodging your request, please call our customer care line by dialing 100, or engage with us on our social media platforms or visit any of our service centres nationwide.

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