

## CAPITEC CONNECT REFUNDS AND RETURNS POLICY

### Consumer Protection Act

Your attention is drawn to the following terms of this Refunds and Returns Policy that We recommend You read carefully and ensure You understand. These describe:

- Defects and faults (3)
- Claim process (4)
- CPA defect (5)
- OEM warranty (6)
- Out-of-warranty defect (7)
- Returns and Refunds on Termination (8)

This Refunds and Returns Policy is not regulated under the Financial Advisory and Intermediary Services Act 37 of 2002.

### 1. INTRODUCTION

This Refunds and Returns Policy (**Policy**) forms part of the Contract between You and Us and governs the process to be followed if:

- 1.1 there is a defect in or a fault with the Purchased Device and You wish to make a claim against Us in relation to that fault or default (for example for a repair, refund or replacement); and
- 1.2 the Contract is Terminated by You (in accordance with clause 8 of this Policy) and You wish to return the Purchased Device and receive a refund.

Unless indicated otherwise, all capitalised terms used in this document shall have the meaning given to them in the Contract.

### 2. DEFINITIONS

In this Policy, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

- 2.1 **Contract** means the document setting out the terms and conditions for the sale of Devices which You are required to conclude when You purchase a Device on the Capitec App, including this Refunds and Returns Policy;
- 2.2 **CPA** means the Consumer Protection Act 68 of 2008;
- 2.3 **CPA Defect** has the meaning given to it in clause 5.1;
- 2.4 **CPA Warranty Period** means a period of 6 (six) months from the date of delivery of the Purchased Device, as prescribed in the CPA;
- 2.5 **OEM** means Original Equipment Manufacturer;
- 2.6 **OEM Warranty Defect** has the meaning given to it in clause 6.1;
- 2.7 **OEM Warranty Period** means the warranty period that is applicable to any warranty and/or guarantee provided by the OEM in respect of the Purchased Device, as described in the provisions applicable to the OEM's guarantees and warranties provided with the Purchased Device;
- 2.8 **Out-of-Warranty Defect** means any defect or fault in a Purchased Device that is not a CPA Defect or an OEM Warranty Defect, including without limitation any of the circumstances described in clause 3.2.3;

2.9 **You/Your/Yourself** means the person who places an Order for the Device and purchases the Device from Capitec on the Capitec App; and

2.10 **We/Us/Our/Capitec** means Capitec Bank Limited, registration number 1980/003695/06.

### 3. DEFECTS AND FAULTS

3.1 You must follow the process set out in clause 4 (*Claim Process*) if You experience any fault or defect with the Purchased Device and wish to make a claim against Capitec in relation to that fault or device (for example, for a repair, refund or replacement).

3.2 This Policy only provides You with the remedies expressly set out herein in respect of the following categories of defect or fault with the Purchased Device:

3.2.1 a CPA Defect, as set out in clause 5;

3.2.2 an OEM Warranty Defect, as set out in clause 6; or

3.2.3 **an Out-of-Warranty Defect, which include: (i) liquid damage; (ii) power surge/voltage damage (due to a power cut and the power coming back on /using a non OEM charger); (iii) black-listing (i.e. reported as lost, stolen, or fraudulently obtained, and added to the blacklist database); (iv) locked by security code and factory reset is required; (v) factory reset done by You (as this could be done incorrectly); (vi) any damage as a result of previous repair done by a repair centre which is not OEM accredited; (vii) any Device not purchased from Capitec; (viii) any damage, physical or otherwise as determined in Our sole discretion arising after delivery of the Purchased Device to You or from any conduct or omission by You; (ix) ordinary wear and tear; and (x) Google lock/unlock or Find My iPhone lock for Apple devices and, in each case, factory reset is required. The process for Out-of-Warranty Defects is set out in clause 7.**

3.3 You hereby acknowledge and agree as follows:

3.3.1 **Where the Purchased Device contains any defect or fault, Your sole and exclusive remedies shall be limited to those expressly set out under this Policy, together with any mandatory rights under Applicable Law that cannot be lawfully excluded or limited;**

3.3.2	<b>The Purchased Device is not manufactured by Capitec but by a third-party OEM. Capitec will not be in a position to open the Purchased Device or to test or operate the Purchased Device before it is sold or delivered to You to ensure that it is fit for purpose and/or intact;</b>	4.1.3.1	all accessories are intact prior to and when returning the Purchased Device and, to be clear, must be returned with the Purchased Device;
3.3.3	<b>As such Capitec expressly stipulates that it cannot represent, warrant or guarantee that the Purchased Device:</b>	4.1.3.2	a detailed fault description is provided when the warranty claim is logged; and
3.3.3.1	<b>will, at all times, be free of errors or interruptions;</b>	4.1.3.3	The Purchased Device is securely wrapped before being placed into the courier flyer bag.
3.3.3.2	<b>be fit for any purpose;</b>	4.1.4	<b>Failure to provide complete or accurate details on the logged warranty claim may result in the claim being rejected and/or could cause delays. Capitec will not be liable for any such rejections or delays.</b>
3.3.3.3	<b>will not infringe on any third-party intellectual property rights;</b>	4.1.5	Once the Purchased Device has been collected, the defect or fault will be assessed by or on behalf of Capitec to determine if it is a CPA Defect, an OEM Warranty Defect or an Out-of-Warranty Defect.
3.3.3.4	<b>be secure and reliable,</b>  <b>except to the extent that the Purchased Device is found to have a CPA Defect or an OEM Warranty Defect;</b>	4.1.6	If the assessment determines that the fault or defect is:
3.3.4	<b>You confirm that this Policy expressly sets out that the Purchased Device is sold in a specific condition; and</b>	4.1.6.1	a CPA Defect, clause 5 ( <i>CPA Defect</i> ) will apply;
3.3.5	<b>Other than as set out in the Contract or required by Applicable Law, You are not given any representations, warranties or guarantees in relation to the Purchased Device and neither of the Parties shall have any claim or right arising from any undertaking, representation or warranty not included in the Contract. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Contract, whether by law or otherwise, are excluded to the extent permitted by Applicable Law.</b>	4.1.6.2	an OEM Warranty Defect, clause 6 ( <i>OEM Warranty</i> ) will apply; or
		4.1.6.3	an Out-of-Warranty Defect, clause 7 ( <i>Out-of-Warranty</i> ) will apply.
		4.1.7	All Purchased Devices that are returned, or that are subject to a request for a refund or replacement in terms of the Contract, will first undergo a technical assessment by the relevant repair centre accredited by the OEM. In addition, where circumstances permit, the OEM may also conduct an assessment or evaluation of a returned Purchase Device.
		4.1.8	<b>For an Out-of-Warranty Defect, a quotation will apply for the repair of the Purchased Device, and You will be held liable for the repair, assessment and logistics costs (i.e. collection and return delivery costs) associated with the repair of Your returned Purchased Device, as set forth in clause 7.</b>
<b>4. CLAIM PROCESS</b>		4.1.9	If an Apple device is booked in, please ensure that 'Find my iPhone' is removed from Your Purchased Device as this delays the repair process. If you are unsure of the deactivation process, please ask a Capitec Connect consultant to assist (dial 135 from your Capitec Connect Number or 084 1135 from another network provider).
4.1	If there is a defect or fault with the Purchased Device which You believe is a CPA Defect or an OEM Warranty Defect described in clause 3.2, and You wish to make a claim, You must follow the following process:	4.1.10	Before a Purchased Device is returned by You, You must ensure that a full back up of information has been performed. Capitec, the OEM and/or its authorised repair centres shall have no obligation to preserve, transfer or recover any data from the Purchased Device and shall not be liable for any loss, corruption or disclosure of data, howsoever arising.
4.1.1	(i) Contact the Capitec Call Centre and log a claim via the Capitec Call Centre; (ii) visit a Capitec branch and follow the in-branch process to log a warranty claim; or (iii) log a claim via the Capitec App.	4.1.11	When a Purchased Device is returned by You, any screen protectors may be removed from the Purchased Device by Capitec, the OEM or its authorised repair centres, if required for the repair. Capitec, the OEM or its repair centres shall not be obliged to replace or reimburse You for any removed screen protectors.
4.1.2	Once a claim is logged through the Capitec Call Centre, Capitec branch or Capitec App, Capitec will dispatch a courier to collect the Purchased Device from You from the Delivery Location within a reasonable time. Capitec or the courier will contact You to arrange a suitable time for collection at the Delivery Location. No collections will be done on Saturdays, Sundays and public holidays. If You log a return of the Purchased Device but cancel the return of Your Device after a courier has collected the Purchased Device from the Delivery Location, You will be liable to pay a fee of R300 (including VAT) before the Purchased Device will be returned to You. This fee is subject to change as determined by Us from time to time.		
4.1.3	You must ensure that:		

5. **CPA DEFECT**
- 5.1 A CPA Defect is:
- 5.1.1 a "defect" as defined in the CPA;
- 5.1.2 that becomes apparent within the CPA Warranty Period; and
- 5.1.3 does not include any of the circumstances described in clause 3.2.3.
- 5.2 A CPA Defect will only qualify for the remedies set out in clause 5.3 below if the following conditions have been satisfied as determined by Capitec in its sole discretion:
- 5.2.1 the Purchased Device must have been supplied by Capitec;
- 5.2.2 the Purchased Device must be logged for return to Capitec on the Capitec App within the CPA Warranty Period;
- 5.2.3 the Purchased Device, together with the full contents of the box in which you received the Purchased Device (i.e., handset, original box, original battery, charger antenna, manual and any other accessories that were included at point of sale), must be returned in the same condition as when You purchased the Device with the packaging intact (i.e., the Purchased Device box and all its contents must not be damaged);
- 5.2.4 the IMEI number on the Purchased Device box must correspond to the IMEI number on the Purchased Device;
- 5.2.5 there must be no damage (physical or otherwise), to the Purchased Device or its accessories (i.e., scratched/cracked screen or dents/marks on the body of the handset) and no sign of neglect of the Purchased Device in any manner whatsoever; and
- 5.2.6 the Purchased Device should not have been altered or tampered with, under any circumstances, while under Your control.
- 5.3 Where, on inspection of the Purchased Device, a CPA Defect is found, Capitec will either at Your option:
- 5.3.1 repair or replace the failed, unsafe or defective part of the Purchased Device; or
- 5.3.2 refund the purchase price paid by You for the Purchased Device or provide You with a credit in the amount of the purchase price paid by You for the Purchased Device.
- 5.4 If You elect for the Purchased Device to be repaired pursuant to clause 5.3.1, the Purchased Device shall be repaired and returned to You within a reasonable time from collection of the Purchased Device.
- 5.5 If You elect a refund of the amount You paid for the Purchased Device pursuant to clause 5.3.2, the purchase price shall be refunded to Your account within 7 business days from the date that Capitec has determined that the purchase amount may be refunded to You. If You elect to receive a credit pursuant to clause 5.3.2, such credit shall be applied to Your account within 7 business days from the date that Capitec has determined that the purchase amount may be refunded to You and may be used towards the purchase of any other Device offered by Capitec.
- 5.6 If the Purchase Device is returned without all accessories, parts or original packaging that were supplied with the Purchased Device at the time of sale, We may, at Our discretion:
- 5.6.1 refuse to accept the return;
- 5.6.2 accept the return but deduct from any refund or credit the reasonable value of the missing accessories, parts or packaging; or
- 5.6.3 process a replacement or refund in respect of the returned items only.
6. **OEM WARRANTY**
- 6.1 An OEM Warranty Defect is:
- 6.1.1.1 any fault or defect with the Purchased Device which is covered by any guarantee and/or warranty provided by the OEM in respect of the Purchased Device;
- 6.1.1.2 that becomes apparent within the OEM Warranty Period; and
- 6.1.1.3 does not include any of the circumstances described in clause 3.2.3.
- 6.2 Where, on inspection of the Purchased Device, it has been found that the defect or fault is an OEM Warranty Defect, the Purchase Device will be repaired or replaced in accordance with the provisions applicable to the OEM's guarantees and warranties provided with the Purchased Device.
- 6.3 The repaired or replaced (as applicable) Purchased Device shall be returned to You by courier within a reasonable time.
- 6.4 **We will not be liable for any loss, damage, destruction, theft or negligent workmanship howsoever or by whomsoever caused to the Purchased Device whilst under the OEM's or other supplier's control who is performing the repair or maintenance work in respect of the OEM Warranty Defect.**
7. **OUT-OF-WARRANTY DEFECT**
- 7.1 If You log a claim for a fault or defect in the Purchased Device due to a CPA Defect or an OEM Warranty Defect, as set out in clause 4 (*Claim Process*), but, upon inspection by or on behalf of Us, We find that it is an Out-of-Warranty Defect (i.e. not a CPA Defect or an OEM Warranty Defect), then:
- 7.1.1 upon receipt of the Purchased Device from You, We will provide You with a quotation for the repair cost of Your Purchased Device. You will also have to pay an assessment and logistics fee (i.e. collection and return delivery costs) charged at the standard rates as recorded in the Order **OR** on the Capitec App **OR** the Capitec website.
- 7.1.2 if You accept the quotation, You must make payment of the quoted amount to Our third-party supplier, before We commence with the assessment and repairs (if possible). Once the Purchased Device has

been repaired, or if We have determined that it is not possible to repair the Purchased Device, We will return the Purchased Device to You at the Delivery Location within a reasonable time. If You reject the quotation, You will still remain liable for the assessment and logistics costs to Our third-party supplier;

7.1.3 Upon receipt of payment and after the repairs have been conducted on the Purchased Device, We shall deliver the Purchased Device to You at the Delivery Location by courier within a reasonable time;

7.1.4 **You hereby acknowledge and agree, by returning the Purchased Device, that such Purchased Device is pledged to Capitec as security for payment of any logistics and assessment costs. Capitec reserves the right to dispose of the Purchased Device to defray the assessment and logistics costs incurred, if the Device is not claimed and/or if any amount charged remains unpaid after 30 days from repair;**

7.1.5 **if You appoint a third party supplier (including a Capitec supplier) to repair the Out-of-Warranty Defect, You acknowledge and agree that the contract for the repairs will be between Yourself and the third-party supplier and We will not be a party to that contract or have any responsibility or liability relating to such repairs or contract; and**

7.1.6 **Except as expressly set out above, we will have no further responsibility or liability in relation to the Out-of-Warranty Defect.**

## 8. TERMINATION BY YOU

8.1 You may terminate without penalty the Contract for convenience within 7 (seven) days of delivery to You (or the person nominated by You on the Capitec App to receive delivery) of the Purchased Device (Cooling-off period), by requesting the return of the Purchased Device on the Capitec App.

8.2 If You terminate the Contract under clause 8.1 before the Purchased Device has been delivered to You (or the person nominated by You on the Capitec App to receive delivery of Your Purchased Device):

8.2.1 Cancellation by You will take effect immediately once You have successfully requested the return of the Purchased Device on the Capitec App; and

8.2.2 We will refund to You the full purchase price paid by You for the Purchased Device within seven days from receipt of Your successful refund request.

8.3 If You terminate the Contract under clause 8.1 after the Purchased Device has been delivered to You (or the person nominated by You on the Capitec App to receive delivery of Your Purchased Device):

8.3.1 Successful cancellation by You will only take effect once all of the following has taken place: (i) You have successfully requested return of the Purchased Device on the Capitec App; and (ii) You have returned the Purchased Device to Capitec. You must return the Purchased Device to Us promptly without undue delay and in any event not later than 7 (seven) days after You requested the return of Your Purchased Device on the Capitec App. To return the Purchased

Device, You must hand it to Capitec's authorised courier when the courier collects the Purchased Device from the Delivery Location. The courier will contact You to arrange a suitable time for collection at the Delivery Location; and (iii) We have inspected the Purchased Device and are satisfied in Our sole discretion that:

8.3.1.1 The Purchased Device, together with the full contents of the box (i.e., handset, original box, original battery, charger antenna, manual and any other accessories that were included at point of sale), was returned in the same condition as when it was purchased with the packaging intact (i.e., the Purchase Device box and all of its contents must not be damaged under any circumstances);

8.3.1.2 The IMEI number on the Purchased Device box correspond to the IMEI number on the Purchased Device; and

8.3.1.3 There is no damage, physical or otherwise, to the Purchased Device or its accessories (i.e., scratched/cracked screen or dents/marks on the body of the handset) and no sign of neglect in any manner.

8.3.2 Once You have successfully terminated the Contract, We will refund You the full amount of the purchase price of the Purchased Device within seven days from receipt of Your successful refund request.