TERMS & CONDITIONS

Smartphones. Financing. Support.

This document sets out the Terms and Conditions governing the use of the LinkaMobi website, device sales, financing assistance and related support services.

Welcome to LinkaMobi

These Terms and Conditions ("Terms") govern your use of the LinkaMobi website, services, device sales and related support services.

By using this website, submitting an enquiry, requesting a device, applying for device financing through a LinkaMobi sales consultant, or purchasing a device through LinkaMobi, you agree to these Terms.

> **If you do not agree with these Terms, please do not use the website or our services.**

1. About LinkaMobi

LinkaMobi provides customers with access to smartphones and related digital services through authorised sales channels and financing partners.

Our services may include:

- Smartphone sales
- Assistance with device-financing applications
- Device affordability guidance
- Device setup
- Data transfer assistance
- WhatsApp Business setup
- Basic digital support
- Accessories and related products
- Customer support relating to devices purchased through LinkaMobi

LinkaMobi is not automatically the credit provider for every financing transaction.

Where a customer chooses financing, the financing application and resulting credit agreement may be with an independent authorised financing provider.

The financing provider is responsible for assessing the customer's application, approving or declining credit, determining the applicable terms, interest, fees, repayment period and other credit conditions.

2. Device Financing

Where financing is available, LinkaMobi may assist customers with submitting an application to an authorised financing partner.

Submitting an application does not guarantee approval. Approval is subject to the applicable financing provider's:

- Credit assessment
- Affordability assessment
- Verification requirements
- Internal policies
- Eligibility criteria
- Applicable laws and regulations

The financing provider may request additional information or documentation from the customer.

LinkaMobi does not guarantee that a customer will qualify for financing.

3. Financing Terms

The following may vary depending on the financing provider and device selected:

- Deposit
- Monthly instalment
- Repayment period
- Interest
- Fees
- Insurance or other optional charges
- Total amount payable
- Payment frequency
- Credit requirements
- Other applicable terms

The customer's actual financing terms are those contained in the credit agreement provided by the applicable financing provider. Customers should carefully read and understand their credit agreement before accepting it.

Where there is a difference between information displayed on the LinkaMobi website and the customer's signed credit agreement, the signed agreement with the financing provider will govern the financing relationship.

4. Advertised Device Prices and Monthly Payments

Any device price or monthly payment displayed on the LinkaMobi website is provided for information and marketing purposes.

For example, "From R99 per month" does not mean that every customer will qualify for that specific payment.

Actual pricing may depend on:

- The device selected
- Financing provider
- Customer eligibility
- Credit assessment
- Deposit
- Financing period
- Fees and charges
- Other applicable financing conditions

Customers should obtain a final quotation before committing to a purchase or financing agreement.

5. Device Availability

All devices displayed on the website are subject to availability. LinkaMobi may:

- Add or remove devices
- Change device prices
- Change available colours or storage options
- Change financing options

- Correct pricing or product information errors
- Discontinue products without prior notice

A device displayed on the website is not necessarily available at the time an order or enquiry is submitted.

6. Product Information

We make reasonable efforts to ensure that device descriptions, specifications, images and pricing are accurate.

However, manufacturers may change:

- Specifications
- Software
- Accessories included in the box
- Colours
- Packaging
- Battery specifications
- Other product features

Product images may also differ slightly from the actual device because of photography, lighting or screen settings.

7. Customer Eligibility

Customers must provide accurate and complete information when requesting a device or applying for financing. Customers may be required to provide information such as:

- Full name
- Contact details
- Residential information
- Identification information
- Employment or income information
- Banking information where required by the financing provider
- Other information reasonably required to process an application

Providing false, misleading, fraudulent or incomplete information may result in the application being rejected or the transaction being cancelled, subject to applicable law.

8. Identity and Fraud Prevention

LinkaMobi and/or its authorised financing partners may conduct reasonable verification procedures to prevent fraud and protect customers. We may refuse to proceed with a transaction where we reasonably suspect:

- Identity theft
- Fraud
- Misrepresentation
- Stolen identity documents
- Unauthorised use of payment information

- Account manipulation
- Other unlawful activity

Where appropriate, suspected fraudulent activity may be reported to the relevant authorities.

9. Payment Responsibility

Where a customer enters into a financing agreement, the customer is responsible for making payments according to the terms of the applicable credit agreement.

LinkaMobi does not accept responsibility for missed payments, late payments, interest, penalties or other charges imposed under a customer's financing agreement, unless such responsibility expressly arises from an agreement between LinkaMobi and the customer.

Customers must contact the relevant financing provider regarding:

- Payment dates
- Payment amounts
- Missed payments
- Account balances
- Settlement amounts
- Payment arrangements
- Credit agreements
- Credit-related disputes

10. Credit Approval

LinkaMobi does not guarantee approval for financing. A financing application may be declined for reasons determined by the relevant financing provider.

Where applicable, customers should request reasons for a declined credit application directly from the relevant credit provider.

The National Credit Act provides consumers with rights relating to applications for credit, including rights concerning declined applications.

11. Delivery, Collection or Device Handover

The method of receiving a device will depend on the applicable LinkaMobi sales channel and transaction. This may include:

- Collection through an authorised LinkaMobi sales consultant
- Delivery
- Collection from an authorised partner location
- Another agreed fulfilment method

Customers may be required to provide proof of identity and other verification before a device is handed over.

LinkaMobi does not operate a network of retail stores unless specifically stated on the website.

Customers should only obtain devices through official LinkaMobi channels or authorised LinkaMobi sales consultants.

12. Authorised Sales Consultants

LinkaMobi may operate through authorised sales consultants. Customers should exercise caution when dealing with individuals claiming to represent LinkaMobi.

LinkaMobi will not be responsible for payments made to unauthorised individuals or accounts.

Customers should verify the identity of a sales consultant before making any payment or providing sensitive information.

13. Device Ownership and Financing

Where a device is financed, ownership and/or the customer's rights in the device may be subject to the applicable financing agreement. Customers must read the financing agreement carefully to understand:

- Ownership
- Payment obligations
- Security arrangements
- Device restrictions
- Default consequences
- Early settlement
- Cancellation rights
- Other applicable conditions

The financing provider's agreement will determine the customer's rights and obligations regarding the financed device.

14. Default and Missed Payments

If a customer fails to comply with a financing agreement, the applicable financing provider may exercise its rights under that agreement and applicable law. Consequences may include, where legally permitted:

- Additional charges
- Collection procedures
- Credit bureau reporting
- Restrictions on the financed device
- Termination of the agreement
- Recovery of the device or outstanding amounts

Customers should contact their financing provider as soon as possible if they experience difficulty making payments.

15. Device Warranty

Devices supplied by LinkaMobi may be covered by the manufacturer's warranty or another applicable warranty. Warranty terms may differ depending on the manufacturer and device.

Warranty claims may require:

- Proof of purchase
- Device IMEI number

- Financing or order details
- Inspection of the device
- Compliance with the manufacturer's warranty requirements

Warranty coverage may not include damage caused by:

- Liquid exposure
- Physical damage
- Accidental damage
- Unauthorised repairs
- Tampering
- Incorrect use
- Neglect
- Other exclusions contained in the applicable warranty

Nothing in these Terms is intended to remove or limit any rights that consumers have under applicable South African consumer law.

16. Returns, Refunds and Cancellations

Returns, refunds and cancellations are subject to:

- Applicable South African law
- The terms of the purchase agreement
- The applicable financing agreement
- The manufacturer's applicable policies

Customers should contact LinkaMobi as soon as possible if they believe a device is defective or the transaction does not comply with their legal rights.

Where financing is involved, cancelling a device purchase may not automatically cancel a separate credit agreement. Customers may need to contact both LinkaMobi and the relevant financing provider.

17. Device Activation and Setup

Where offered, LinkaMobi may assist customers with:

- Initial device setup
- Data transfer
- WhatsApp Business setup
- Application installation
- Basic device configuration
- Digital support

Customers remain responsible for their passwords, account credentials, PINs, authentication codes and personal information.

LinkaMobi will not intentionally retain customer passwords or authentication codes unless required for a specific authorised service and permitted by law.

18. Customer Data and Privacy

LinkaMobi may collect and process personal information when customers:

- Visit our website
- Submit an enquiry
- Request a device
- Apply for financing
- Contact customer support
- Purchase a device
- Use our services

Personal information may include:

- Name
- Contact details
- Device information
- Transaction information
- Application information
- Other information necessary to provide the requested service

LinkaMobi will process personal information in accordance with applicable privacy laws, including the Protection of Personal Information Act (POPIA) where applicable.

The Information Regulator confirms that POPIA establishes requirements for the lawful processing and protection of personal information.

LinkaMobi may share relevant information with authorised service providers or financing partners where reasonably necessary to provide the requested service and where legally permitted.

19. Credit Application Information

Where a customer chooses to apply for financing, information supplied during the application may be provided directly to the applicable financing provider.

The financing provider may process the information according to its own privacy notice and applicable law.

Customers should review the privacy notice and terms of the financing provider before submitting a financing application.

20. Marketing Communications

Where permitted by law and where the customer has provided the required consent, LinkaMobi may contact customers regarding:

- New devices
- Promotions
- Financing opportunities
- Accessories
- Special offers
- Services

- Other LinkaMobi-related information

Customers may request that marketing communications be stopped, subject to applicable legal requirements.

21. Website Use

Customers agree not to use the LinkaMobi website to:

- Commit fraud
- Submit false information
- Attempt to gain unauthorised access
- Introduce malicious software
- Interfere with website operations
- Copy website content for unlawful purposes
- Impersonate LinkaMobi or its representatives
- Use the website for any unlawful purpose

LinkaMobi reserves the right to restrict access to the website where reasonably necessary.

22. Website Content

The LinkaMobi website may contain information about devices, prices, financing options, promotions and services.

Although we aim to keep information accurate and current, we do not guarantee that every piece of information will always be complete, current or error-free.

We reserve the right to correct errors and update website information.

23. Third-Party Financing Partners

LinkaMobi may work with authorised third-party financing providers. These providers operate independently from LinkaMobi. Their own:

- Terms and conditions
- Credit agreements
- Privacy policies
- Fees
- Interest rates
- Eligibility requirements
- Customer-service procedures

may apply. Customers should carefully review the applicable financing provider's documentation before accepting financing.

24. Third-Party Websites

The LinkaMobi website may contain links to third-party websites or services. LinkaMobi does not control third-party websites and is not responsible for their:

- Content

- Availability
- Security
- Privacy practices
- Terms
- Services

Customers should review the applicable third-party terms before using those services.

25. Limitation of Liability

To the extent permitted by applicable law, LinkaMobi will not be responsible for losses arising from matters outside our reasonable control, including:

- Financing applications declined by a financing provider
- Delays caused by third-party financing providers
- Network outages
- Delivery delays caused by third parties
- Manufacturer delays
- Third-party website failures
- Incorrect information supplied by a customer
- Events outside LinkaMobi's reasonable control

Nothing in these Terms excludes or limits a consumer right or liability that cannot legally be excluded or limited under South African law.

26. Complaints

We want customers to have a positive experience. If you have a complaint about a LinkaMobi service, please contact us through our official customer-support channels.

Please provide:

- Your full name
- Contact number
- Order or application information
- Details of the complaint
- Supporting information where applicable

Where the complaint relates specifically to a financing agreement, customers may also need to lodge the complaint directly with the applicable financing provider.

27. Fraud Warning

LinkaMobi will never ask customers to provide their banking passwords, ATM PIN, card PIN or one-time authentication codes to a sales consultant.

Customers should be cautious of anyone claiming that they can guarantee financing approval in exchange for an unauthorised payment.

Only use official LinkaMobi communication channels and authorised sales consultants.

28. Changes to These Terms

LinkaMobi may update these Terms from time to time. The latest version will be published on this website with the applicable "Last Updated" date.

Continued use of the website after an update may constitute acceptance of the revised Terms, to the extent permitted by law.

29. Governing Law

These Terms are governed by the laws of the Republic of South Africa.

Any dispute will be dealt with in accordance with applicable South African law and the applicable dispute-resolution procedures.

30. Contact LinkaMobi

If you have any questions about these Terms and Conditions, or need assistance with a device, financing application or support query, please reach out to our team using any of the official channels below.

Get in touch with LinkaMobi

WhatsApp: 071 134 9513

Email: info@linkamobi.co.za

Website: www.linkamobi.co.za

Only trust communication from these official LinkaMobi channels and authorised sales consultants.