



1. INTRODUCTION

You hereby rent the Device from Us for the Rental Period in exchange for payment of the amounts specified in the Rental Schedule.

2. DEFINITIONS AND INTERPRETATIONS

2.1 In this Agreement, unless the context indicates otherwise, the following words and phrases shall have the meanings assigned to them here:

2.1.1 "Agreement" means this Rental Agreement, incorporating the Rental Schedule and the Insurance Schedule.

2.1.2 "Business Day" means any day other than a Saturday, Sunday, or official public holiday in South Africa.

2.1.3 "Commencement Date" means the date on which this Agreement commences, as specified in the Rental Schedule.

2.1.4 "CPA" means the Consumer Protection Act 68 of 2008 and the regulations promulgated thereunder, as amended from time to time.

2.1.5 "Death" means Your death.

2.1.6 "Device" means the Original Device or any Replacement Device, as the context may require.

2.1.7 "Device Restrictions" means restrictions in the Device's software that limit Your use of certain functions, as set forth in the Device Restriction List.

2.1.8 "Device Restriction List" means the list of restrictions applicable to Your Device.

2.1.9 "Device Software" means the software installed on the Device by Us, which enables Us to lock the Device for the reasons set forth in this Agreement.

2.1.10 "Disability" means a physical or mental impairment affecting Your ability to earn an income and/or meet Your obligations under this Agreement.

2.1.11 "Due Date(s)" means the various due dates for payment of the Initial Payment and Rental Payments, as specified in the Rental Schedule.

2.1.12 "Insurance Schedule" means the schedule attached to these terms and conditions, outlining the process for notifying Us of an Insured Event, the time frames for notifications, and the applicable exclusions for the loss and theft cover benefit.

2.1.13 "Insured Event" means:

- Loss or theft of the Device.

2.1.14 "Loss and Theft Cover" means the insurance policy under which a benefit may be payable to Us by the Insurer in the event of loss or theft of the Device.

2.1.15 "Original Device" means the specific cellphone or tablet computer, together with any accessories provided to you upon the conclusion of this Agreement, as further described in the Rental Schedule.

2.1.16 "Rental Payment" means the periodic amounts payable by You in respect of the rental of the Device, as specified in the Rental Schedule, as may be amended from time to time.

2.1.17 "Rental Period" means the rental period specified in the Rental Schedule, as may be amended from time to time.

2.1.18 "Rental Schedule" means the written schedule that identifies You, describes the Device, and specifies the Rental Period, Initial Payment, Rental Payments, and Due Dates, which may be amended by written agreement from time to time.

2.1.19 "Replacement Device" means the specific cellphone or tablet computer, together with any accessories provided as a replacement for a Device, as further described in Your amended Rental Schedule, where applicable.

2.1.20 "RICA" means the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002, and the regulations promulgated thereunder, as amended from time to time.

2.1.21 "Risk Cover" means the insurance policy in terms of which a benefit may be payable to Us by the Insurer in the event of the device being stolen.

2.1.22 "SIM" means the Subscriber Identity Module inserted into the Device and linked to Your number to allow access to a network.

2.1.23 "VAT" means Value-Added Tax payable by You in accordance with the Value-Added Tax Act 89 of 1991, as amended.

2.1.24 "We," "Us," or "Our" means Interactive Trading 266 (Pty) Ltd, a private company duly incorporated in accordance with the laws of the Republic of South Africa with its business address at Unit 23, Washington Business Park, Halfway House, Midrand, and includes Our successors in title and authorised representatives.

2.1.25 "You" or "Your" means the person who rents the Device from Us and whose full particulars appear in the Rental Schedule, or such person's estate in the event of their death.

2.2 Interpretation

2.2.1 References to any gender include all genders.

2.2.2 The singular form of a word includes the plural, and vice versa.

2.2.3 References to any law or regulation mean such law or regulation as in force on the date You accept this Agreement, including any amendments thereto.

2.3 In the event of any conflict between the terms and conditions of the Rental Schedule and this Agreement, the terms and conditions of the Rental Schedule shall prevail.

2.4 If these terms and conditions are translated, the original English version shall prevail in the event of any contradiction.

3. COMMENCEMENT AND DURATION

3.1 This Agreement shall commence on the Commencement Date upon receipt of the upfront portion of the Initial Payment and shall endure for the Rental Period. Either Party may terminate this Agreement subject to the provisions of Clause 10 or Clause 12.6 or 14.3

3.2 At least 40 (forty) but not more than 80 (eighty) Business Days before the expiration of this Agreement, We shall notify You via SMS of the impending expiry date, the available end-of-term options, and any material changes applicable after the expiry date.

4. PAYMENTS

4.1 The Initial Payment shall be due as follows:

4.1.1 The upfront portion shall be payable on the Commencement Date prior to delivery of the Device to You. Upon signing this Agreement, the remaining balance will be paid in 12 equal monthly installments. Upon full payment of the 12 installments, You may, by paying a nominal final amount as specified below, obtain full ownership of the device.

The deposit paid at the start of this agreement, together with the nominal final payment made at the end of the installment period, shall collectively constitute the full payment for the device. Until the nominal final payment is made, ownership of the device remains with the US.

4.2 Each Rental Payment shall be due on its respective Due Date.

4.3 Each Rental Payment shall include VAT at the then-prevailing rate.

4.4 Should You pay an amount in excess of the Initial Payment or Rental Payment due, any excess amount paid shall be credited to the next payment due.

5. OWNERSHIP

5.1 The Device shall always remain Our sole and exclusive property. At no stage during the Rental Period shall You, or any person acting on Your behalf, acquire ownership of the Device. At the end of the Rental Period, you will have the first option (before anyone else) to purchase the Device from us at fair market value, to be determined by US, in our sole and absolute discretion.

5.2 You shall not be entitled to retain possession, use, or enjoyment of the Device after termination of this Agreement unless You exercise the option as provided for in Clauses 5.1 and 14.1.

5.3 Upon termination of this Agreement for any reason, You shall return the Device, along with all accessories, in good condition, fair wear and tear excepted, unless You exercise the option as provided for in Clauses 5.1 and 14.1.

5.4 If You do not exercise the option, We shall be free to sell or rent the Device to another party.

5.5 If You neither exercise the option nor return the Device to Us, We may charge You the market value of the Device at the end of the Rental Period as a replacement fee.

5.6 If You do not exercise the option, we shall inspect the device and determine the condition of the device. If We determine that you have damaged the device, we shall charge you a reasonable damage fee calculated as a maximum of one Rental Payment.

6. RISK, DAMAGE & LOSS:

6.1 Notwithstanding the provisions of clause 5 and clause 7, risk of damage to, loss or destruction of the Device shall pass to you at the time of delivery of the Device to You.

6.2 Should the Device, be damaged, destroyed or in any other be rendered unfit for use, unless it is due to a defect of a function of the device, You shall remain liable for the Rental Payment for the Rental Period, unless the Agreement is terminated according to the provisions of clause 10.

6.3 Regardless of whether Our insurance claim in the event of loss or theft of the Device is approved or not, You shall remain liable for the Rental Payment for the Rental Period.

6.4 Should Our insurance claim for loss or theft of the Device be approved You will receive a Replacement Device, subject thereto that all Rental Payments due and payable, have been paid in full. A successful claim for loss or theft of the Device may only be submitted once during the term of the Rental Agreement.

6.5 Subject to the provisions of clause 7, should a Replacement Device, issued to You in event of an approved claim under the Loss or Theft Cover, be lost or stolen You shall remain liable for the remainder of the Rental Payment for the Rental Period, unless the Agreement is terminated subject to the provisions of clause 10.

6.6 To assist Us in submitting Our claim to the Insurer, You should notify Us of the loss or theft of the Device and provide Us with the relevant and/or requested documents in the manner and within the timeframes as provided for in the Insurance Schedule.

6.7 In addition to clause 6.2 and 6.3, in the event that you fail to inform Us of loss or theft of the Device, or fail to assist Us in submitting Our claim timeously, or the Insurer does not approve the claim as provided for in clause 7, or You, or any person You allow, modifies or bypass or attempt to modify or bypass the Device Software or any lock placed on the Device or

tamper or attempt to tamper with any application that impacts the security of the Device and our ability to manage the Device, which renders the Device unfit for use You shall be liable to compensate us for any and all damages or losses we may have suffered as a result of damage to, loss, theft or destruction of the device.

7. INSURANCE OF THE DEVICE

7.1 Notwithstanding the provisions of clause 6.1, We are entitled to, and are, insured against Insured Events, at no cost to you. Should You require additional insurance, You may insure the Device at Your own cost with an insurer of your choice, subject to normal insurance practices and restrictions.

7.2 Subject to clauses 7.8, and the exclusions as set out in the Insurance Schedule We will be required to claim payment of the benefit under the Risk Cover for Loss or Theft Cover, as the case may be, from the Insurer if any of the Insured Events occur. Submission of a claim does not mean that a claim will be approved and paid out by the Insurer and does not entitle You to not make payment or terminate the Agreement, other than as provided for in clauses 7.5 or 10 hereof.

7.3 We shall submit the claim in respect of the Insured Event directly to the Insurer who can either approve or not approve the claim.

7.4 To assist Us in submitting Our claim, should an Insured Event occur, You shall notify Us of the Insured Event, and provide Us with the relevant and/or requested document(s) in the manner and within the periods as provided for in the Annexure.

7.5 From the date of notification of:

7.5.1 We will inform You if a claim is approved for loss or theft of the Device in which event You will be provided with a Replacement Device, subject thereto that all Rental Payments that due and payable, have been paid and the Agreement shall continue for the Rental Period as per the provisions of this Agreement and You shall remain liable for the Rental Payments for the Rental Period.

7.6 In the event that a claim is not approved You will remain liable for the Rental Payment for the Rental Period, unless the Agreement is terminated subject to the provisions of clause 10.

7.7 The Loss and Theft Cover shall cease in the event that the Insurer pays out the Loss and Theft Cover benefit and you shall only be entitled to submit a claim for loss or theft of one Device during the Rental Period.

7.8 Loss and Theft Cover shall cease in the below cases:

7.8.1 The Rental Agreement expires or is terminated for any reason whatsoever, or

7.8.2 You fail to make any Rental Payments under this Agreement on Due Date and in excess of a period in Our discretion and, at Our discretion, We place Your account in a written off status.

8. DEFECTIVE EQUIPMENT

8.1 In the event of any defect or malfunction in the Device, You may return the Device to Us for inspection.

8.2 Should inspection of the Device reveal that the defect or malfunction is as a result of improper use or handling of the Device alternatively if the Device has been tampered with in any manner, any necessary repairs will be for Your own account. In this case You will remain liable for the Rental Payment during the Rental Period, and You will be responsible for the costs of repairs to the Device.

8.3 We may, in Our sole discretion, provide You with a Replacement Device in the event of any defect or malfunction in the Device.

9. USE AND ENJOYMENT OF THE DEVICE

9.1 During the Rental Period You shall use the Device only for the purpose for which it was intended, and You shall comply with all laws, regulations or rules relating to the possession or use of the Device.

9.2 In order to use the Device uninterruptedly a data connection is required at least once every 30 (thirty) days. The Device Software installed on the Device requires communication from the Device on a regular basis, should the Device not communicate with the Device Software for a period in excess of 30 days, the Device will be locked. You shall ensure that You have a data connection at least once during every such 30 (thirty) day period.

9.3 RICA requires reporting to the South African Police Service in the event of a cell phone or SIM card being stolen, lost or destroyed. Should the Device and/or SIM be lost, stolen or destroyed during the Rental Period it shall be Your sole responsibility to report such loss, theft or destruction to the Police within 7 (seven) days of having become aware of the loss, theft or destruction. The Police will give you a SAPS case number and

investigate the incident. We may in Our discretion require that You provide proof of Your compliance with this obligation.

9.4 You may only use the Device in accordance with the manufacturer's instructions.

9.5 If the Device is locked by the network operator and/or the manufacturer of the Device due to multiple failed attempts to enter the access passcode, You may be liable for payment to unlock the Device. We will not be responsible to You in the event that You forget Your passcode.

9.6 By entering into this Agreement, You consent to Us installing the Device Software on the Device identified through the Device IMEI number. The Device Software will enable Us to amongst others lock the Device , in the event of breach by You as provided for in clause 12 hereof.

10. RIGHT TO EARLY CANCELLATION

10.1 You may terminate this Agreement before the Rental Period expires by giving us 20 Business Days' written notice.

10.2 Early cancellation requires settling all due amounts, including arrear payments.

10.3 We may levy a reasonable cancellation penalty, as prescribed by the CPA, which shall be communicated to You upon your notice of cancellation. It is a material term of the Agreement that goes to the root of the Agreement that You agree and understand that we have certain fixed costs associated with the rental of the Device to You. These costs include but are not limited to the costs of the Device, costs of logistics, marketing, finance, support and system costs. In the circumstance, You agree and accept that We shall charge the following reasonable cancellation penalty upon the early termination of this Agreement, which you accept is fair and reasonable taking into account the fixed costs associated with the rental of the Device to You and the date upon which You terminate this Agreement in relation to the term of the Agreement:

10.3.1 During the first quarter of this Agreement – 70% of retail price

10.3.2 During the second quarter of this Agreement – 55% of retail price

10.3.3 During the third quarter of this Agreement – 35% of retail price

10.3.4 During the last quarter of this Agreement – 25% of retail price

10.4 If you cancel early, we may sell the Device, in which case you may exercise your option under clause 14.

10.5 If you do not return the Device upon early cancellation, it will be locked and you will be billed for the outstanding rental period and the cancellation fee.

10.6 If the Device is damaged, lost, stolen, or if an insurance claim is denied before early cancellation, you must compensate Us for any losses.

11. WHEN WILL YOU BE IN BREACH?

11.1 You will be in breach of your obligations in terms of this Agreement if:

- **11.1.1** You fail to make full payment of any Rental Payment by its respective Due Date
- **11.1.2** The Device Software is modified, bypassed or tampered with in any manner;
- **11.1.3** Any lock on the Device is modified, bypassed or tampered with in any manner;
- **11.1.4** The Device is modified or tampered with in any manner;
- **11.1.5** You insert a SIM card into the Device other than the one initiated with the Device, without obtaining our prior approval. When you insert another SIM card into the Device, You consent to Us locking the Device.
- **11.1.6** You breach any other provision or obligation in terms of this Agreement.

12. WHAT WILL HAPPEN IF YOU ARE IN BREACH?

12.1 If all, or part of a payment, is not made by its specified Due Date:

- **12.1.1** The Device shall automatically revert to the locked status. Once locked, you will not be able to use the Device except for calling emergency numbers (112) or our customer service. The Device shall remain locked until all payments are up to date.
- **12.1.2** We may, at our sole discretion, agree to extend your Rental Period and adjust your Rental Payment Due Dates accordingly. In such an event, you shall be liable for the Rental Payment during such an extended period on or before the adjusted Due Dates. Where we

extend your Rental Period, such extension shall be communicated to you by providing you with an amended Rental Schedule.

- **12.1.3** You consent to US listing YOU with any competent bureau as a defaulting payer.

12.2 Should you, without obtaining our prior approval, insert a SIM card in the Device other than the one initiated with the Device, the Device will be locked.

12.3 If we reasonably suspect that you have engaged in fraudulent activities relating to the Device or the Agreement, we may immediately suspend or terminate this Agreement and take legal action to recover damages.

12.4 If you fail to return the Device upon demand after the termination of this Agreement, you will be liable for additional penalties, including but not limited to collection costs and legal fees.

12.5 If we are required to take legal action to enforce our rights under this Agreement, you will be liable for any reasonable attorney fees and costs incurred on an attorney and client scale.

12.6 In the event of a material failure to comply with the provisions of this Agreement, we shall be entitled to cancel this Agreement **20 (Twenty) Business Days** after giving you written notice of the material failure, unless you rectify the failure within that time.

13 LIMITATION OF LIABILITY

13.1 Subject to applicable laws, We shall not be liable for any injury, loss, or damage (direct, indirect, consequential, or otherwise) which you or any third party may suffer due to the inability to use the Device as a result of:

13.1.1 A defect or malfunction in the Device, as provided for in clause 8;

13.1.2 A defect or malfunction in the Device Software;

13.1.3 The Device being locked in accordance with the provisions of clause 9.2, clause 12, or clause 14.2;

13.1.4 Inability to use the Device due to the Device being permanently locked because of modification, attempted modification, or bypassing of the Device Software or any lock on the Device, tampering, or attempted tampering with any application that impacts the security of the Device and our ability to manage the Device, as provided for in clause 11.1.3.

13.2 We shall not be liable for any injury, loss or damage (direct or indirect) which you or any third party may suffer due to the device being modified or tampered with in any manner whatsoever.

14 END-OPTIONS

At the end of the Rental Period, provided that you are up to date with all Rental Payments, you may exercise one of the following end-options:

14.1 We record that at the end of the Rental Period, ownership in the device remains vested in US. At the end of the Rental Period You will have the first option (before anyone else) to purchase the Device from us at fair market value, to be determined by US in OUR sole discretion at the end of the Rental Period or such shorter period as provided for in clause 10.4, and on the terms specified in a sale agreement to be concluded at the time you exercise this option. Should this option be exercised, the Device Software and Device Restrictions shall be disabled.

14.2 You may choose not to exercise the option in clause 14.1 and return the Device to us at your cost, failing which the Device will return to its locked status.

14.3 Death or Disability

In the event of the death or permanent disability of the Lessee, the Lessee (or their estate, executor, legal representative, or duly authorised agent) shall have the right, within a period not exceeding one (1) calendar month from the date of such death or disability, to either: (i) return the device and request cancellation of this Agreement; or (ii) nominate a qualifying third party to assume all rights and obligations under this Agreement, subject to OUR approval acting reasonably and in accordance with OUR standard credit and risk assessment policies.

Until such time as the cancellation or transfer of this Agreement has been duly processed and approved by US, all outstanding payments due in terms of this Agreement shall remain payable and continue to accrue. WE shall not be obliged to suspend billing or accept a transfer unless all required documentation and confirmations have been duly submitted and approved.

15. PERSONAL INFORMATION

15.1 Consent to Processing

You consent to the processing of your personal information by any Interactive Trading 266 Group company, including its operators, commercial partners, agents, and sub-contractors (who may be located outside South Africa), in accordance with the Protection of Personal Information Act, 2013 ("POPIA"). Processing of your personal information shall be conducted in line with the provisions of POPIA and our Privacy Policy, available at <https://www.ownit.co.za>.

15.2 Communications via Device Software

You consent to receiving messages and other communications via the Device Software.

15.3 Removal of Personal Information Before Returning the Device

Should you return the Device to us for any reason other than for repairs as provided for in clauses 8.1 and 8.3, we shall be entitled to sell the Device to a third party in the condition in which we receive it from you. You are solely responsible for removing all your personal information from the Device before returning it to us.

15.4 Temporary Return for Inspection or Repairs

If you return the Device to us temporarily for inspection or repairs under clause 8, you must delete all personal information from the Device before returning it to us.

15.5 Limitation of Liability

We shall not be liable for any loss, damage, or unauthorised access to your personal information if you fail to delete such information from the Device before returning it to us, as required under clauses 15.3 and 15.4.

16. CERTIFICATE OF INDEBTEDNESS

A certificate signed by any of our authorised managers, specifying the amount you owe to Us and confirming that such amount is due, owing, and payable, shall serve as prima facie proof of the stated indebtedness for the purpose of obtaining provisional sentence or other judgment in any competent South African court. It shall not be necessary to prove the appointment or authority of the person signing such a certificate.

17. PRESERVATION OF RIGHTS

We do not waive any of our rights under this Agreement if we do not immediately or in every instance enforce them. You may not rely on our failure to enforce a right at any given time as a defence against future enforcement of that right.

For example, if we allow you additional time to make a rental payment in one month without locking the Device, this does not imply that we will grant the same indulgence in subsequent months.

18. GOVERNING LAW

This Agreement is governed by the laws of the Republic of South Africa and must be interpreted in accordance with South African law, regardless of whether either party resides or conducts business outside South Africa.

19. JURISDICTION OF THE MAGISTRATE'S COURT

You agree that we may institute legal proceedings against you under this Agreement in any Magistrate's Court that has jurisdiction over the matter, even if the amount claimed exceeds the monetary jurisdiction of the Magistrate's Court. This does not preclude us from instituting proceedings in a High Court with the appropriate jurisdiction, should we choose to do so.

20. TRANSFERRING RIGHTS OR OBLIGATIONS

20.1 Restriction on Transfer by You

You may not transfer, assign, or delegate any of your rights or obligations under this Agreement to any other party without our prior written consent.

20.2 Transfer by Us

We may transfer, assign, or delegate some or all of our rights and obligations under this Agreement to any other person or entity without requiring your prior consent or notification. If We transfer our rights or obligations, the term "**We**" in this Agreement shall include the person or entity to whom such rights or obligations have been transferred.

21. PROCESS TO FOLLOW IF YOU HAVE A SERVICE REQUEST OR COMPLAINT

21.1 How to Lodge a Complaint or Service Request

If you have a service request, complaint, or dispute, you may contact us through any of the following channels:

21.1.1 In-Store Assistance

Visit an **Us** in store and request assistance from the customer service desk to connect you to the Us customer service centre.

21.1.2 Contact Us Directly

- **Service Centre Number:** 011 392 2220
- **International Number:** +27 11 392 2220
- **Email Address:** info@ownit.co.za

21.1.4 Email Complaints

Email us at **info@ownit.co.za**

21.2 Internal Resolution Process

We will assess your complaint or service request in accordance with our internal procedures and inform you of the outcome.

21.3 Escalation of Disputes

If you are not satisfied with our response, you may escalate your complaint to:

21.3.1 Consumer Goods and Services Ombud (CGSO)

For alternative dispute resolution, you may refer your complaint to the CGSO.

21.3.2 National Consumer Commission (NCC)

- **Telephone:** 012 428 7000 / 012 428 7726
- **Email:** complaints@thencc.org.za
- **Website:** www.thencc.org.za

21.3.3 Tribunal and Alternative Dispute Resolution

You may also approach an **alternative dispute resolution agent**, file an application with the **National Consumer Tribunal** under the Consumer Protection Act, or escalate the matter to the **National Consumer Commission**.

21.4 Consumer Rights

Nothing in this clause limits your rights under the **Consumer Protection Act, 2008 (CPA)** or any other applicable consumer laws.

22. WHERE COMMUNICATIONS AND NOTICES MAY BE SENT

22.1 Contact Details

The cell phone number provided in the **Rental Schedule** shall be the primary contact number where we may send all formal communications. If you change your contact details, including your cell phone number, email address, or physical address, you must notify us in writing.

22.2 Notification Methods

Notices, including payment reminders, service updates, and changes to the Agreement, will be deemed **received** when sent via:

- **SMS**
- **Email**
- **Other electronic communication platforms** linked to your Device

22.3 Legal Notices

- **Electronic Communication (SMS/Email):** Deemed received within **24 (twenty-four) hours** of being sent.
- You choose the addresses provided in the Rental Schedule as your domicilium citandi et excecutandi for the service of any legal notices and processes in relation to this Agreement.

22.4 Additional Communication Channels

We may also send important messages via:

- **In-app notifications (if applicable)**
- **Other digital platforms associated with your Device**

23. WHOLE AGREEMENT

23.1 Entire Agreement

This Agreement constitutes the **entire agreement** between you and us concerning the rental of the Device and supersedes all prior agreements, representations, or understandings, whether written or oral.

23.2 Amendments and Variations

No amendments, variations, or consensual cancellations of this Agreement shall be legally binding unless **reduced to writing and signed by both parties**.

24. SEPARATE CLAUSES

24.1 Independence of Clauses

Each clause in this Agreement operates **independently**. If any clause is found to be **invalid, unlawful, or unenforceable**, the remainder of the Agreement shall **remain valid and enforceable**.

24.2 Interpretation of Clauses

The interpretation of this Agreement shall **not be influenced** by:

- Clause **headings**
- Grouping of provisions

24.3 Non-Waiver of Rights

Failure to **enforce any provision** of this Agreement shall not be deemed a waiver of any rights. Our rights remain enforceable at all times.

ANNEXURE: OUR DEVICE RENTAL - INSURANCE SCHEDULE

1. Our CONTACT DETAILS

To inform Us of an Insured Event and/or submit documentation pertaining to an Insured Event, You can contact the Us Contact Centre:

- **Service Centre Number:** 011 392 2220
 - **International Number:** +27 11 392 2220
 - **Email Address:** info@ownit.co.za
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2. INFORMING US OF AN INSURED EVENT

2.1 Notification

2.1.1 Loss or Theft of the Device

- Notification must be made within **7 (seven) days** of the loss or theft of the Device occurring, failing which Our Insurer may not recognise or entertain any claim for the Loss and Theft Cover benefit, You may not receive a Replacement Device, and We may not waive Rental Payments.

2.2 Document Submission

2.2.4 Loss or Theft of the Device

The following documents should be submitted within **7 (seven) days** of the loss or theft of the Device occurring:

1. The **South African Police Service (SAPS) case number** under which the loss or theft of the Device was reported. Also an ITC network barring report.
2. Any other documentary proof and/or information as may reasonably be required or requested by Us or Our Insurer, failing which Our Insurer may decide not to recognise or entertain any claim for the Loss and Theft Cover benefit, You may not receive a Replacement Device, and We may not waive Rental Payments.

3. EXCLUSIONS

3.1 Loss or Theft of the Device

No Loss and Theft Cover benefit shall be paid if:

1. The loss or theft resulted from gross negligence or recklessness.
 2. The Device was confiscated by a regulatory authority.
 3. The loss or theft occurred outside the duration of the Agreement.
 4. There is evidence of an attempted submission of a fictitious claim, fraud, or misrepresentation.
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