

Terms and conditions:

- The program allows the customer to upgrade to a new iPhone every year.
- The customer will hand the existing iPhone back to VIVA when upgrading, the device is inspected, and if the inspection is passed, the customer receives the new iPhone on the spot.
- Once the customer hands in his/her device to VIVA for upgrading, and the device passes the physical inspection test, the device ownership is transferred from the customer to VIVA.
- If the device was exchanged under either VIVA protect or Apple warranty, the customer will still be eligible to upgrade to the next iPhone, documentation of the device exchange will be requested.
- Business rules for the program are applicable only up to the first device upgrade.
- **Upgrade Window:**
 - The upgrade window is between the 13th and 14th months of the customers' subscription to the program.
 - Upon the Upgrade window entitlement stated above:
 - The customer will be required to sign a new annex Contract for the new Commitment Period and the existing Annex Contract will be automatically terminated
 - The new Commitment Period will be for a period of 24 Months
 - The termination fees of the existing annex Contract will be waived off upon signing the new Annex contract.
- **Additional payments:**
 - On upgrading to the next iPhone, additional payments may apply, and will be communicated prior to upgrading the device.
 - If the customer was offered a discount on the monthly rental from VIVA on the iPhone upgrade monthly fees, the total discount amount given over the contract period will be added to the termination fees. Upon upgrading his/her contract, the discount termination fees will not be waived off and will be transferred to the new device contracts' termination fees.
 - If the customers' iPhone fails the inspection list, the device will not be accepted and the customer will not be able to upgrade to the next iPhone, in this case, the contract will run to its end with the payments' due from the customer.
 - If the customer still wishes to continue on the program and get the new iPhone while keeping the older device, the following payments per model will apply:

iPhone Model	Ineligible Device Charges
iPhone 8 64GB	BD 116
iPhone 8 256GB	BD 141

iPhone 8 Plus 64GB	BD 133
iPhone 8 Plus 256GB	BD 157
iPhone X 64GB	BD 166
iPhone X 256GB	BD 191

- In the case that VIVA stops the program before the customers' first device upgrade, the customer's contract will run till the end of its Commitment Period.
- **Models available for upgrade:**
 - The customer is eligible for an upgrade to a similarly priced model.
 - If no similarly priced model is announced from Apple to match the customer's model, the customer will have two options:
 - A higher priced model, the customer will be charged an up-front amount, and the monthly instalments will be as per the new device selected.
 - A lower priced model, the customer will not be charged an up-front amount, and the monthly instalments will be as per the new device selected.
 - The customer cannot upgrade to the same iPhone released version family (Such as upgrading from an iPhone 8 to an iPhone 8 or 8 Plus).
 - The customer cannot downgrade to an older iPhone model family (such as downgrading from an iPhone 8 to an iPhone 7).
 - The customer will not be confirmed an exact capacity, color, or screen size as those are changing attributes from Apple on yearly basis.