

VSAT SERVICE APPLICATION FORM (Terms and Conditions)

SPECIAL TERMS AND CONDITIONS

The provision of Telecom Namibia's VSAT service is subject to Telecom Namibia's standard terms and conditions although not specifically contained herein and the VSAT terms and conditions .

In the event of any inconsistency between the provisions of this Addendum and the VSAT terms and conditions, the provisions of the VSAT terms and conditions shall prevail.

****Telecom Namibia General Terms and Conditions apply**

ADDENDUM TO THE VSAT SERVICE TERMS AND CONDITIONS

By using Telecom Namibia Limited's VSAT services, you agree that you have read, understood and are bound by

- i) Telecom Namibia's General terms and conditions
- ii) The terms and conditions that are specifically applicable to the VSAT services.

Telecom Namibia reserves the right to amend its terms and conditions in its sole discretion, from time to time.

Your use of the VSAT services indicates your acceptance of the terms and conditions which constitutes a valid and binding agreement between yourself (hereinafter referred to as the Customer) and Telecom Namibia Limited.

1. Purpose of this Addendum
 - 1.1 This Addendum to the terms and conditions are applicable to TN customers, who apply for the VSAT services for a provisional period, until such time that Wimax (defined as Worldwide Interoperability for Microwave Access) or any other access technology becomes available in the area in which the Customer resides, and to the Customer.
 - 1.2 The application for VSAT services for a provisional period is subject to the express consent of the duly authorised personnel in Telecom and upon the confirmation of Telecom that Wimax or any other access technology will be deployed in the area concerned.
 - 1.3 The following provisions of the VSAT terms and conditions are hereby amended by the Addendum, however, in the event of inconsistency between the Addendum and the VSAT terms and conditions, the VSAT terms and conditions shall prevail.
2. Duration
 - 2.1 The Customer applies for the VSAT terms and conditions for a provisional period, upon the deployment and installation of Wimax or any other access technology in his area.
 - 2.2 The Customer shall not be liable to pay any penalty fees for termination of the VSAT terms and conditions as per the provisions of the VSAT terms and conditions, in the event the services are terminated as a result of the Customer applying and having Wimax services, or services provided by any other access technology, installed at his premises by Telecom Namibia.
 - 2.3 The Customer shall not be permitted to terminate the Agreement for any other reasons above and beyond the installation of Wimax or any other access technology by Telecom at the Customers premises. In the event the Customer terminates the Agreement in contravention of this clause the provisions relating to early termination and liability for the remainder of the subscription charges in the VSAT terms and conditions shall prevail.
 - 2.4 Notwithstanding anything contained to the contrary, in the event the Customer terminates the Agreement in contravention of this clause, it shall be deemed the Customer applied for the VSAT services for a minimum duration of a 36 month contractual period.
3. Price and Payment
 - 3.1 As per the provisions of the VSAT terms and conditions, the Customer shall be liable for a once of installation fee which shall be payable on date of installation of the service.
 - 3.2 The Customer shall be required to pay a deposit which deposit shall be determined in the sole discretion of Telecom.
 - 3.3 The Customer shall be liable to pay subscription charges as per and in accordance with the provisions of the VSAT terms and conditions, and all provisions expressly contained therein relating to default of payments shall be applicable.
 - 3.4 On the date of the Wimax or any other access technology becoming available to the Customer, the Customer shall pay to Telecom all fees relating to dismantling of the VSAT equipment as well as the installation costs of the new service provided via Wimax or any other access technology.
4. Equipment
 - 4.1 The ownership of all Equipment in respect of the VSAT services, shall vest exclusively and at all times in Telecom.
 - 4.2 Upon the dismantling of the Equipment, Telecom shall be entitled to recover all Equipment installed.
 - 4.3 Notwithstanding anything contained to the contrary, upon the delivery and/or installation of the Equipment risk in and or responsibility in connection with the Equipment shall pass to the Customer. Telecom shall not be responsible to replace and/or repair the Equipment in the event of theft, damage, loss, destruction to the Equipment whether by negligence or otherwise. In the event of the above-mentioned occurring the Customer shall compensate Telecom for the value of the lost or damaged Equipment as a liquid claim. The Customer shall ensure that it has the requisite insurance to cover the value of the Equipment, at his or her own cost
5. Express Conditions Relating to the Wimax Service
 - 5.1 Upon the availability of Wimax, the Customer shall be entitled to terminate this Agreement, subject to applying and entering into the Agreement for Wimax services for a minimum duration of 3 years (in the case of the Normal Fixed Broadband Contract) or 4 years (in the case of the Farmers Package), from date of application.
 - 5.2 The Customer shall be liable for the installation costs of the Wimax services, and the specific terms and conditions of the Wimax services shall be applicable from date of application.
6. Express Conditions Relating to the Service provided via other access technology, except Wimax.
 - 6.1 Upon the availability of other access technology, the Customer shall be entitled to terminate this Agreement, subject to applying and entering into the Agreement for other access technology for a minimum duration of 3 years from date of application, based on the packages available at that time for other access technology.
 - 6.2 The Customer shall be liable for the installation costs of the other access technology services, and the specific terms and conditions of the other access technology services shall be applicable from date of application.

12. PAYMENT UNDERTAKING (BUSINESS)

I/We _____ the undersigned, in my capacity as _____ of the business and in my personal capacity

1. Hereby warrant / agree that I am duly authorized by the applicant to make this application on his / her behalf and that the above information and copies of attachments are true and correct.
2. Do hereby on behalf of the applicant accept and agree to the terms and conditions of the contract.
3. Do hereby acknowledge and agree that by my signature hereto I bind myself or my principal in according with the terms and conditions, as surety and co-principal debtor in solidum with the applicant in favour of TELECOM NAMIBIA for the due payment by the applicant of all amounts which may now or at any time hereafter become payable by the applicant to Telecom Namibia Limited.
4. Understand that the telephone service required will be subject to the "Post and Telecommunications Act, 8 of 2009".

Signature _____

Date ____ / ____ / ____

Signature (Spouse*) / Legal Guardian

Date ____ / ____ / ____

**Marriage in Community of property / Power of Attorney Signature is required.*

Signature _____

Date ____ / ____ / ____

Note: Declaration Form of Joint and Several Liability for Business Customers to accompany this application.