

## BROADBAND INTERNET ACCESS PROFESSIONAL BROADBAND SERVICE APPLICATION FORM

### 1. APPLICATION REQUIREMENTS

Attach the following documents to this application form	Pensioner	Residential	Business	Foreign National
Copy of Identity or Passport document	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Proof of Income/Financial statements		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Copy of business/company registration certificate			<input type="radio"/>	<input type="radio"/>
Copy of Pension Card	<input type="radio"/>			
Security Deposit <i>(when applicable)</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Security Deposit <i>(fixed)</i>				<input type="radio"/>
Copy of Marriage Certificate*	<input type="radio"/>	<input type="radio"/>		
Declaration for Joint and Several Liability form for Business customers			<input type="radio"/>	<input type="radio"/>

\* For marriage in Community of Property & Sole Proprietorship.

### 2. CUSTOMER CATEGORY

Customer Status    Residential     Business     Foreign     Corporate

New Customer     Existing Customer     Your Account/Telephone Number \_\_\_\_\_

Pensioner     Your Pension Card Number \_\_\_\_\_

### 3. PERSONAL DETAILS *For Private Customers Only*

Title    The Hon     Prof     Miss     Mr     Dr     Rev     Other  \_\_\_\_\_

Surname \_\_\_\_\_ Full name(s) \_\_\_\_\_

Date of Birth 

D	D	M	M	Y	Y	Y	Y
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    Occupation \_\_\_\_\_

Employer \_\_\_\_\_

Identity/Passport Number \_\_\_\_\_    Citizenship \_\_\_\_\_

Street Address \_\_\_\_\_    Town \_\_\_\_\_

Postal Address \_\_\_\_\_    Post Office \_\_\_\_\_    Town \_\_\_\_\_

Contact Details:    Home \_\_\_\_\_    e-mail \_\_\_\_\_

   Mobile \_\_\_\_\_    Fax \_\_\_\_\_    Office \_\_\_\_\_

Preferred communication method    Telephone     e-mail     Post     SMS     Cell

Next of kin/Friend name \_\_\_\_\_    Contact Number \_\_\_\_\_

#### 4. COMPANY DETAILS *For Business/Corporate Only*

Registered Name of Company \_\_\_\_\_

VAT Registration Number \_\_\_\_\_

Type of Company      Sole     Trading as     Private     Public     Partnership     CC

Street Address \_\_\_\_\_ Town \_\_\_\_\_

Postal Address \_\_\_\_\_ Post Office \_\_\_\_\_ Town \_\_\_\_\_

Contact Details: Office \_\_\_\_\_ e-mail \_\_\_\_\_

Fax \_\_\_\_\_ Website \_\_\_\_\_

Preferred communication method    Telephone     e-mail     Post

Details of Owners/Directors/Members

Name/Title \_\_\_\_\_ Id No \_\_\_\_\_ Contact No \_\_\_\_\_

Name/Title \_\_\_\_\_ Id No \_\_\_\_\_ Contact No \_\_\_\_\_

Name/Title \_\_\_\_\_ Id No \_\_\_\_\_ Contact No \_\_\_\_\_

#### 5. CREDIT REFERENCES

Company name \_\_\_\_\_ Company name \_\_\_\_\_

Account number \_\_\_\_\_ Account number \_\_\_\_\_

Telephone number \_\_\_\_\_ Telephone number \_\_\_\_\_

#### 6. INSTALLATION ADDRESS

Street name and house number: \_\_\_\_\_

Flat/Floor/Room number: \_\_\_\_\_

Erf/Plot/Farm/Village number: \_\_\_\_\_ Suburb: \_\_\_\_\_ Town: \_\_\_\_\_

#### 7. COMMUNICATION

Please indicate your preferred communication method for receiving information and updates relating to Telecom's products and services:

E-Mail     Telephone     Postal Address     Cell

## 8. DIRECTORY ENTRY

Should Contact Details appear in the Directory

Yes

No

List information to be printed

Surname/Company Name \_\_\_\_\_

Initials/First Name \_\_\_\_\_

Contact Details to be listed

\*Street Address \_\_\_\_\_ Town \_\_\_\_\_

\*Postal Address \_\_\_\_\_ Post Office \_\_\_\_\_ Town \_\_\_\_\_

Contact Details: Telephone \_\_\_\_\_ e-mail \_\_\_\_\_

\*Mobile \_\_\_\_\_ Fax \_\_\_\_\_

\*Indicate additional entry required \_\_\_\_\_

Directory entries indicated with \* are payable annually and will be debited directly on telephone account.

Note: Special directory entries can be arranged through the Official Advertising Contractor and Publisher of the Telecom Namibia Directory and Yellow Pages...

## 9. BROADBAND INTERNET ACCESS PROFESSIONAL

Contract duration (Months)	Download Speed (up to kbps)
24	1024 <input type="radio"/> 1536 <input type="radio"/> 2048 <input type="radio"/> 3072 <input type="radio"/>
	4096 <input type="radio"/> 6144 <input type="radio"/> 8192 <input type="radio"/> 10240 <input type="radio"/>

## 10. WIMAX REPEATER (OPTIONAL)

Package - Range	Contract duration (Months)	Power Supply
Short Range (20 Km) <input type="radio"/>	Cash Option <input type="radio"/>	AC <input type="radio"/>
Long Range (50 Km) <input type="radio"/>	12 <input type="radio"/>	Solar <input type="radio"/>
	24 <input type="radio"/>	
	36 <input type="radio"/>	

### 11. FIXED BROADBAND CPE UPGRADES (OPTIONAL)

CPE 5113 to CPE 7170	Yes	<input type="radio"/>	Supports 4 data ports, WiFi and ISDN
CPE 5113 to CPE 7270	Yes	<input type="radio"/>	Supports 4 data ports, WiFi, ISDN and Cordless Phone (DECT)
CPE 7170 to CPE 7270	Yes	<input type="radio"/>	Supports 4 data ports, WiFi, ISDN and Cordless Phone (DECT)

Note: - Once off payment for CPE upgrade  
 - 3 data ports are available in WiMAX Coverage Area.

### 12. BROADBAND CPE (OPTIONAL)

Type of CPE	Quantity
One - Port Modem – Fritz!Box Fon 5113 (CPE 5113)	
Four - Port Modem – Fritz!Box Fon WLAN 7170 (CPE 7170)	
Four - Port Modem – Fritz!Box Fon WLAN 7270 (CPE 7270)	
Fritz!WLAN USB Stick N (WiFi Stick)	
3G EVDO Device	
1x device	

Note: WiFi sticks support requires Fritz!Box Fon WLAN 7170 (CPE 7170) or Fritz!Box Fon WLAN 7270 (CPE 7270).

### 13. TELEPHONE SET UP

Would you like to convert your existing service to a fixed broadband service? Yes  No

If yes, provide the existing and use of telephone number(s) to be converted.  
 You have the option select telephone numbers (converted or new ones) depending on the package.

Number of Telephone Number(s)	Provide Telephone Number(s) and in case of new number required indicate with "NEW"	Use of Telephone Number(s)								
		Analogue Phone	Cordless Phone *	ISDN Phone **	Fax (Analogue)	Speed point (Analogue)	PABX (Analogue)	PABX (ISDN) **	CLIP	Part of Hunting
1 (Main Number)										
2										
3										
4										
5										
6										
7										

\* Requires CPE 7270 (DECT)  
 \*\* Requires CPE 7170 or CPE 7270 (ISDN)

How many concurrent calls would you like?

- 1
- 2  requires Home 768kps or Business 512kpbs or higher
- 3  requires Home 1024kps or Business 768kpbs or higher
- 4  requires Home 1536kps or Business 1024kpbs or higher
- 5  requires Home 2048kps or Business 1536kpbs or higher





## PAYMENT UNDERTAKING

I/We \_\_\_\_\_ the undersigned, in my/our 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.

Signature: \_\_\_\_\_

D	D	M	M	Y	Y	Y	Y
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Signature: \_\_\_\_\_

D	D	M	M	Y	Y	Y	Y
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(Spouse\*) /Legal Guardian:

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

## TELECOM NAMIBIA USE ONLY

Corporate  Retail: SMLE  Retail: Prepaid

Whole Sale  Retail Residential

Customer Relationship Manager  Sales Team  Teleshop

All legal documents attached  ITC Approved

Checked customer history records  Security deposit collected

Signature Supervisor/ Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Contact number: \_\_\_\_\_ Service order number: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# BROADBAND SERVICES TERMS AND CONDITIONS

By using Telecom Namibia Limited's Broadband 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 broadband services, which is set out herein

Your use of the Broadband 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. Definitions and Interpretation

Unless the context clearly indicates the contrary, the following words bear the meaning ascribed to them below:

- 1.1 Agreement shall mean the application form to the services, as well as the terms and conditions referred to above.
- 1.2 Application form shall mean the document in terms of which you apply for the service and provide personal and other information to us.
- 1.3 Suspension means the disconnection, by electronic or other means, of the service, thereby preventing the unauthorized use thereof.
- 1.4 **Broadband services shall mean the following, (but not limited to):**
  - 1.4.1 3G EVDO shall mean 3G Wireless Broadband Internet Service;
  - 1.4.2 ADSL shall mean the Asymmetrical Digital Subscriber Line which transmits your data on the Telecom Namibia Limited network;
  - 1.4.3 WiMax shall mean Worldwide Interoperability for Microwave Access, which provides wireless transmission of data from point to point links to portable internet access;
  - 1.4.4 And any other Broadband Service that will be made available to Telecom's customers from time to time
- 1.5 Customer shall mean the applicant to this Service.
- 1.6 Equipment means the hardware which is required to access the service
- 1.7 Effective date shall mean the date on which the application for the service is approved
- 1.8 Initial period shall mean the 12, 24, 36 and 48 month subscription period(s) which will commence on the effective date.
- 1.9 Subscription charges means the monthly subscription fee paid by you to Telecom Namibia Limited in consideration for your use of the service
- 1.10 Telecom shall mean Telecom Namibia Limited established in terms of sec 2(1)(b) of the Posts and Telecommunications Act 17 of 1992 with company registration number 92\282

## 2. Duration and Termination

- 2.1 The provisioning of the Service to the Customer is subject to a credit check and approval by Telecom.
- 2.2 This Agreement shall endure for the following initial subscription periods as per application form the effective date and shall remain in force for the duration of the Initial Period, where after it shall automatically renew for the exact duration as the initial period (indicated above) unless the Customer gives three months prior notice or Telecom gives 6 (six) months written notice.
- 2.3 If the Customer terminates the Agreement at any time before the end of the initial period, for whatsoever reason, Telecom shall charge the Customer the remainder of the contractual period's subscription, which shall become immediately due and payable on the date of termination as a liquidated claim. Payment of such liquidated claim shall be arranged against the Customer's bank account via a debit adjustment.
- 2.4 If the Customer upgrades his/her service it shall not be liable for the payment of any termination fee. The Agreement effective date for the agreement upgrades will be the same as the initial date of the initial agreement, which means that upgrades fall under the same conditions as the initial agreement when it comes to agreement termination and price changes. The upgraded services will be billed from the day these services become effective.

## 3. Price and Payment

- 3.1 Telecom will issue to the Customer invoices in advance. Payment can be made via monthly debit order or in any other manner as Telecom deems fit. Payment is due within 30 days of invoice date. The Customer will receive the first invoice at the end of the month during which the service becomes effective. This first invoice will include the pro rata payments due for the relevant part of the month during which the service started, the payments due for the next full month, plus the set-up fees. Each subsequent invoice will include the payment due for the month succeeding the immediately following month. The Customer undertakes to pay to Telecom the prescribed rental charge monthly in advance from the date the service is activated, which charge shall be subject to adjustments from time to time. The account rendered by Telecom to the Customer is prima facie proof of the amount due to Telecom by the Customer.
- 3.2 In the event of any interruptions to the service for whatsoever reason, such interruption will not relieve the Customer from paying any amount overdue and payable under this clause.
- 3.3 Telecom shall have the right without prejudice to any other right it may have in law, at any time and without notice to the Customer, to suspend the Services or part thereof in the event of a non-payment of any amount due by the Customer to Telecom. Telecom shall not be liable to the Customer for any losses and/or damages incurred by the Customer, as a result of such suspension. Should Telecom interrupt the service to the Customer in terms of this provision, Telecom shall be obliged to re-establish the service as soon as the Customer pays the outstanding amount.
- 3.4 Telecom's subscription fees are subject to change from time to time in Telecom's sole discretion. In the event of a change in subscription fees, Telecom customers will be notified through the various communication media.
- 3.5 Should the CUSTOMER request to downgrade the service, the Customer shall pay the prescribed charges for the migration of the service. Notwithstanding the aforementioned, the Customer shall in addition be liable for a termination fee equal to the remaining months subscription of the subscription period.
- 3.6 Should the Customer change location, for example as a result of moving from one premises to another, the Customer shall remain liable for all charges in respect of the service at the old premises until such time as the Customer has formally, and in writing, terminated with Telecom the services at the old location. In the event that the Service is not available at the location where the Customer has relocated, the Customer shall continue to be liable under the provisions of this Agreement. Notwithstanding the aforementioned, in the event that the Customer terminates the Agreement as a result of relocation, the provisions of clause 2 above shall apply.
- 3.7 Telecom shall have the right, without incurring any liability to the Customer for whatsoever reason, to apply a monthly credit limit on the Customer's account. In the event that the Customer does not utilise the entire data, minutes and/or short text messages (sms's) it is entitled to, such data, minutes and/or sms's shall expire at the end of the relative month.
- 3.8 The post-paid Customer is where applicable for any data usage exceeding the inclusive data volume and will be charged according to the applicable tariff plan, as amended by Telecom from time to time.
- 3.9 Unused data, minutes and SMS's will expire at month end

## 4. Telecom's obligations

- 4.1 Telecom will deliver and install the required Equipment to the Customer. The Customer shall choose the domicilium citandi ex executandi address as given in the application form, or any other address of which the Customer shall notify Telecom in writing, provided that such address is a recognised physical address
- 4.2 Shall provide to the Customer the internet connectivity for the applicable broadband service selected by the Customer in the application form
- 4.3 Make the toll free Telecom customer centre available to the Customer at all times
- 4.4 Collect the subscription charges from the Customer

## 5. Customers obligations

In respect of the 3G EVDO service, the Customer requires a Laptop (pocketbook) or PC, to connect to the service. The Customer is required to ensure that the Equipment that the Customer intends to use in order to receive the service is compatible with Telecom's technical specifications. Notwithstanding the aforementioned, Telecom shall not be liable to the Customer for whatsoever reasons, in the event that the Customer utilises the Service and the Equipment does not conform to Telecom's specifications.

## 6. Telecom Acceptance Use Policy

- 6.1 The Customer shall ensure that it will only use the Broadband Services for purposes:
  - 6.1.1 That is lawful
  - 6.1.2 For which it was designed
- 6.2 The Customer shall ensure that it does not use the Broadband Service, directly or indirectly, in a way that is:
  - 6.2.1 harmful, obscene, discriminatory, fraudulent or illegal
  - 6.2.2 Constitutes hatespeech, incitement to commit criminal acts, an invasion of privacy or infringes copyright or other intellectual property
  - 6.2.3 Spreads viruses or other computer or communication software, programs, code or files which impede or destroy the functionality of any computer or communications software or equipment

## BROADBAND SERVICES TERMS AND CONDITIONS (continued)

- 6.2.4 Interferes with any third party's use of the Broadband services
- 6.2.5 Transmits unsolicited bulk messages (spam)
- 6.2.6 In any way, which in the opinion of Telecom, is or is likely to be detrimental to the provisioning of the Service, the Customer or any other Telecom Customer
- 6.2.7 Otherwise breaches the terms and conditions of this Agreement or Telecom's general terms and conditions
- 6.2.8 In any unlawful manner, in contravention of any legislation, laws, licence or third party rights.

6.3 Notwithstanding the aforementioned, the Customer shall not use the service in any manner that interferes with Telecom's ability to provide the service to other customers or interferes with the quality and/or availability of the network

### 7 Equipment

- 7.1 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 will remain liable to Telecom under its obligations for the remainder of the subscription period. In the event of theft, damage, destruction or loss to the Equipment the Customer may be released from its obligations under this Agreement by paying the full selling price of the Equipment. The Customer shall ensure that it has the requisite insurance to cover at his or her own cost.
- 7.2 It is the Customers responsibility to ensure that it inspects all Equipment upon deliver and endorse the delivery note in the event of any missing or damaged Equipment.
- 7.3 It is the Customers responsibility to ensure that it has the requisite insurance to cover such Equipment at its own premises and at its cost.
- 7.4 Notwithstanding and in addition to the aforementioned, all rights of ownership in CPE or Equipment that is leased from Telecom in respect of the Service shall vest exclusively in Telecom.
- 7.5 In no event shall Telecom be liable to replace or exchange any PCMCIA to USB modems or vice versa for whatsoever reason such as, in the event of the theft of a Customers laptop and the new laptop doesn't comply with the current modem.
- 7.6 The Broadband modems include 12 - month carry in guarantee unless it forms part of a 24 and 26 month bundled contract. The guarantee will only be honored by Telecom Namibia provided that the modem and all its accessories are returned in good order.

### 8 Disclaimer

It is an express condition of this Agreement that Telecom does not warrant or guarantee that the Service is:

- 8.1 free of errors or interruptions
- 8.2 is always available and available in all areas of Namibia.
- 8.3 is fit for any purpose
- 8.4 will conform to the Customers service level requirements
- 8.5 is always secure and reliable
- 8.6 The provision of Telecom broadband service is subject to network availability, distance, copper quality and line sync speed limitations. Telecom would therefore advise you not to purchase a data modem prior to confirmation that service can be provided
- 8.7 Subscription to Telecom 3G EVDO services is subject to 3G coverage and network availability.
- 8.8 The broadband service is a best effort service and no guarantees are provided on the availability of throughput.

### 9 Limitation of Liability

This clause 9 specifically excludes the entire liability of Telecom including liability for negligence and in particular, without limitation, all other expressed, implied or statutory liability.

- 9.1 The Customer subscribes to and uses the Service at its own risk
- 9.2 Telecom shall not be liable to the Customer or any third party, and the Customer shall hold Telecom harmless against, any damages suffered by the Customer or the third party howsoever arising from the Customers subscription to or the use of the Broadband Service, including (without any limitation) any damages suffered by the Customer due to:-
  - 9.2.1 Any interruption or error in the Broadband Service, or
  - 9.2.2 The failure of Telecom due to events beyond its control such as, but not limited to, an act of God, theft of copper wire, fire, explosion, lightening, storm or any adverse weather conditions, civil war, strike, civil commotion, riot, blockade, sanctions, act of government or any authority, or other compliance with governmental orders, demands or regulations
  - 9.2.3 The unauthorised use of the Service by any third party as a result of the access of the Customers password and/or web portal.

### 10. Assignment

The Customer shall not cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of this Agreement to any third party without Telecom's prior written consent.

### 11. Notices and Domicilium

11.1 For all intents and purposes herein, the parties do hereby choose their domicilium citandi ex executandi as follows:

- i) Telecom Namibia Limited Head Office  
9 Lüderitz street,  
P.O Box 297  
Windhoek
- ii) Customer  
The address given in under address in the application form.