

# Application For iWAY Services

**New Customer :** Residential  Business   
**Existing Customer**  Account/Telephone no: \_\_\_\_\_  
**Pensioner**  Pension card no: \_\_\_\_\_  
**TN Employee**  Account/Telephone no: \_\_\_\_\_

**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"/>
Copy of Deed of Sale/ Rental Agreement	<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 (Pensioner's Only)	<input type="radio"/>			
Security Deposit (when applicable)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Security Deposit (fixed)				<input type="radio"/>
Copy of Marriage Certificate*	<input type="radio"/>	<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

**Residential Details**

**Title** The Hon\_\_\_ Prof\_\_\_ Miss\_\_\_ Mrs\_\_\_ Mr\_\_\_ Dr\_\_\_ Rev\_\_\_ Other\_\_\_\_\_  
 Surname\_\_\_\_\_ Full name(s)\_\_\_\_\_  
 Date of Birth\_\_\_mm-dd-yy\_\_\_ Occupation\_\_\_\_\_  
 Identity/Passport number\_\_\_\_\_ Citizenship\_\_\_\_\_  
 Postal Address\_\_\_\_\_ Post Office\_\_\_\_\_ Town\_\_\_\_\_  
 Physical Address\_\_\_\_\_  
 Contact Details: (H)\_\_\_\_\_ (cell)\_\_\_\_\_  
 email\_\_\_\_\_ Fax\_\_\_\_\_

**Marital Status :** Married in community of property \_\_\_ Married out of community of property Married out of community of property with ante nuptial contract \_\_\_Widow\_\_\_ Divorced\_\_\_ Single\_\_\_

Spouse name \_\_\_\_\_  
 Spouse Identity/Passport number \_\_\_\_\_  
 Next of kin\_\_\_\_\_ Relationship\_\_\_\_\_  
 Contact number\_\_\_\_\_

**Employer Details**

Name of Employer \_\_\_\_\_  
 Postal Address\_\_\_\_\_ Post Office\_\_\_\_\_ Town\_\_\_\_\_  
 Physical Address\_\_\_\_\_  
 Telephone number (w)\_\_\_\_\_

**Business Details**

Registered Name of Company\_\_\_\_\_  
 Registration Certificate Number\_\_\_\_\_  
 VAT Registration number\_\_\_\_\_

**Type of Company:**

Sole Proprietor  Trading as\_\_\_\_\_  
 Private  Public  Partnership  Close Corporation

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

Physical Address\_\_\_\_\_

Contact Details: Telephone\_\_\_\_\_ fax\_\_\_\_\_

Website\_\_\_\_\_ email\_\_\_\_\_

**Contact Details of Directors/Members:**

Name/Title\_\_\_\_\_

Contact number\_\_\_\_\_

ID\_\_\_\_\_

Name/Title\_\_\_\_\_

Contact number\_\_\_\_\_

ID\_\_\_\_\_

Name/Title\_\_\_\_\_

# Application For iWAY Services

## User Details

Choose your preferred username  
(recommended 3 to 8 characters)

Option 1	<input type="text"/>	@iway.na
Option 2	<input type="text"/>	@iway.na

Choose your preferred password  
(recommended 3 to 8 characters)

Option 1	<input type="text"/>
Option 2	<input type="text"/>

Type of service required	Please tick the appropriate circle/s	
Services	Packages	Subscription(months)
iMail	Entry <input type="radio"/> Professional <input type="radio"/>	Monthly <input type="radio"/> 3 Months <input type="radio"/>
	Advance <input type="radio"/> Supreme <input type="radio"/>	6 Months <input type="radio"/> 12 Months <input type="radio"/>
iLink	Entry <input type="radio"/> Professional <input type="radio"/>	Monthly <input type="radio"/> 3 Months <input type="radio"/>
	Advance <input type="radio"/>	6 Months <input type="radio"/> 12 Months <input type="radio"/>
iSite	Entry <input type="radio"/> Professional <input type="radio"/>	Monthly <input type="radio"/> 3 Months <input type="radio"/>
	Advance <input type="radio"/> Supreme <input type="radio"/>	6 Months <input type="radio"/> 12 Months <input type="radio"/>
iWeb	Entry <input type="radio"/> Advance <input type="radio"/> Professional <input type="radio"/> Logo Design <input type="radio"/> Standard Template <input type="radio"/>	Once off payment
iDomain	Top Level .na domain name registration <input type="radio"/>	1st registration <input type="radio"/> Annual renewal <input type="radio"/> Monthly renewal <input type="radio"/>
	Any other Domain Hosting & Administration <input type="radio"/> (E.g .com/ .net/ .org/ .biz/ .co / .na / .org.na)	1st registration <input type="radio"/> Annual renewal <input type="radio"/>
	Domain Hosting & Administration <input type="radio"/>	Monthly <input type="radio"/>

Other : \_\_\_\_\_

### Recurring/ Non-recurring Service

Do you want this service to be treated as a recurring subscription? Yes

No

If no, please specify the end date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# Application For iWAY Services

## User Details

Choose your preferred username  
(recommended 3 to 8 characters)

Choose your preferred password  
(recommended 3 to 8 characters)

Option 3																		@
Option 4																		@
Option 5																		@
Option 6																		@
Option 7																		@
Option 8																		@
Option 9																		@
Option 10																		@
Option 11																		@
Option 12																		@

Option 3																		
Option 4																		
Option 5																		
Option 6																		
Option 7																		
Option 8																		
Option 9																		
Option 10																		
Option 11																		
Option 12																		

## Marketing Material

Would you like to receive marketing material and information regarding special promotion and offering? Yes  No

If yes, select your preferred methods of communication  
E-mail  Post  SMS  Telephone

## Credit References

Company name \_\_\_\_\_ Company name \_\_\_\_\_  
Account Number \_\_\_\_\_ Account Number \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Telephone Number \_\_\_\_\_

## Direct Debit Payment

Bank											Branch										
Account Type	Cheque <input type="radio"/>					Savings <input type="radio"/>					Branch Code										
Account No.																					

Please note that the subscription component of your account will be billed in advance.  
Automatic Debits: I hereby authorize iWAY to process debit transactions through my account, as specified, for payments relating to my subscription.

## Payment undertaking

I/We \_\_\_\_\_, the undersigned, in my capacity as \_\_\_\_\_ of the business and in my personal capacity:

1. Declare that the information provided in this application and copies of attachments are true and correct.
2. (Business) 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.
3. Understand that the telephone service required will be subject to the "Post and Telecommunications Act, 19 of 1992".
4. Do hereby accept and agree to the terms and conditions of this contract.
5. (Business) Do hereby acknowledge and agree that by my signature here- to I bind myself in accordance with the terms and conditions, as surety and co-principal debtor in solidum with the applicant in favour of Telecom Namibia Limited 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 \_\_\_\_\_ Date \_\_\_\_/ DAY \_\_\_\_/ MONTH \_\_\_\_/ YEAR \_\_\_\_\_

Spouse\* / Legal Guardian Name \_\_\_\_\_ Surname \_\_\_\_\_

Signature (Spouse\*) / Legal Guardian \_\_\_\_\_ Date \_\_\_\_/ DAY \_\_\_\_/ MONTH \_\_\_\_/ YEAR \_\_\_\_\_

PLEASE ENSURE TO INITIALIZE EACH PAGE OF THIS APPLICATION FORM BEFORE SUBMITTING IT.

# Application For iWAY Services

## Terms and conditions

"Agreement" shall mean the application form to the services, as well as the terms and conditions referred to above.

"Application form" shall mean the document in terms of which you apply for the service and provide personal and other Information to Telecom Namibia/iWAY. "Suspension" means the disconnection, by electronic or other means, of the service, thereby preventing the unauthorized use thereof.

1. In respect of applications for web service the website remains the intellectual property of iWAY
2. All content for the website should be provided by the subscriber One (1) month before Domain registration.
3. iWAY permits authorized users interactive dialup access to its systems.
4. The Subscriber shall be liable for all of his/her own hardware, telecommunications and other costs for connection to iWAY.
5. The Subscriber shall not, without the express written permission of iWAY resell or make available to any third party such services they might receive from iWAY
6. The Subscriber must pay iWAY in advance for the selected service options, which payment will not be refundable and must reach iWAY prior to the account expiry date.
7. iWAY reserves the right to withhold access for overdue accounts, while the Subscriber shall continue to be liable for the service until the conditions of notice of termination are fulfilled.
8. Credit Card or direct payments may be processed up to ten (10) days prior to account expiry date in order to allow time to resolve any difficulties, which may arise.
9. Subscriptions paid in advance are not refundable. All accounts are treated as recurring subscriptions and will therefore be renewed automatically on the anniversary date of the subscriptions, unless otherwise advised.
10. Only the registered user is authorized to use the account. The use of the service by an unauthorized person shall not be the responsibility of iWAY and the applicant remains fully liable in terms of these terms and conditions agreed to between the parties.
11. 24hours written notice from either party for any reason whatsoever is required to terminate the service. Upon termination the full outstanding account of the subscriber shall immediately become due and payable.
12. All prices are subject to change which may be made know through publication or by notice to the subscriber.
13. Service is subject to the standard terms, conditions, policy and procedures of iWAY.
14. Incomplete forms will not be processed.
15. Payment for the hosting starts the day when the clients' domain is registered, not when the website is completed.
16. No FTP details, no database credentials will be given to subscribers. Subscribers will receive a username and password.

### 17. Disclaimer

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

- 171 Free of errors or interruptions
- 172 Is always available and available in all areas of Namibia.
- 173 Is fit for any purpose
- 174 Will conform to the Subscribers service level requirements
- 175 Is always secure and reliable
- 176 The provision of iWAY services is subject to network availability

- 177 All services are a best effort service and no guarantees are provided on the availability of throughout.

### 18 Limitation of Liability

- 18.1 The Customer subscribes to and uses the Service at its own risk
- 18.2 iWAY shall not be liable to the Customer or any third party, and the customer shall hold iWAY harmless against, any damages suffered by the customer or the third party whatsoever arising from the Customers subscription to or the use of any of Services in this application, including (without any limitation) any damages suffered by the Customer due to:
  - 18.2.1 Any interruption or error in the Service, or
  - 18.2.2 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.
  - 18.2.3 The unauthorized use of the Service by any third party as a result of the access of the customers password and/or web portal.

### 19. 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.

### 20. Notices and Domicilium

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

- iWAY
- i) Independence Avenue,  
Private Bag 12039  
Windhoek
- ii) Customer

The address given in under address in the application form.

### 21. Usage Policy

- 21.1 The Customer shall ensure that it will only use the iWAY Services for purposes:
  - 21.1.1 That is lawful
  - 21.1.2 For which it was designed
- 21.2 The Customer shall ensure that it does not use the Service, directly or indirectly, in a way that is:
  - 21.2.1 Harmful, obscene, discriminatory, fraudulent or illegal
  - 21.2.2 Constitutes hatespeech, incitement to commit criminal acts, an invasion of privacy or infringes copyright or other intellectual property, software or equipment
  - 21.2.3 Interferes with any third party's use of iWAY services
  - 21.2.4 Transmits unsolicited bulk messages (spam)
  - 21.2.5 In any way, which in the opinion of iWAY, is or is likely to be detrimental to the provisioning of the Service, the Customer or any other iWAY Customer.
  - 21.2.6 Otherwise breaches the terms and conditions of this Agreement or iWAY's general terms and conditions
  - 21.2.7 In any unlawful manner, in contravention of any legislation, laws, license or third party rights.
- 21.3 Notwithstanding the aforementioned, the subscriber shall not use the service in any manner that interferes with iWAY's ability to provide the service to other customers or interferes with the quality and/or availability of the network

### 22. Waivers

Failure of either party at any time to require performance of any provision hereof shall not affect the right of the other to require full performance thereof at any time thereafter and the waiver by either party of a breach of any provision shall not constitute a waiver of any other breach thereof or nullify the effectiveness of such provision.