

# Application for tn1 packages

New Customer: ☐  
Existing Customer ☐ Account/Telephone Number: \_\_\_\_\_  
Pensioner ☐ Pension Card Number: \_\_\_\_\_  
TN Employee ☐ Account/Telephone Number: \_\_\_\_\_

## 1. Application Requirements:

Attach the following documents to this application form:

	Pensioner	Residential	Business	Foreign National
Copy of Identity or Passport	<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"/>	
Copy of Pension Card (Pensioners 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: Business Customers			<input type="radio"/>	<input type="radio"/>

\*For Marriage in Community of Property & Sole Proprietorship

## 2. Residential Details

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

Surname\_\_\_\_\_ Full Name(s)\_\_\_\_\_

Date of Birth \_\_\_ dd-mm-yyyy\_\_\_ 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 Antenuptial Contract \_\_\_Widow\_\_\_ Divorced\_\_\_ Single\_\_\_

Spouse Name \_\_\_\_\_

Spouse Identity/Passport Number \_\_\_\_\_

Next of Kin \_\_\_\_\_ Relationship \_\_\_\_\_

Contact Number \_\_\_\_\_

## 4. Employer Details

Name of Employer \_\_\_\_\_

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

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

Telephone Number (W) \_\_\_\_\_

## 3. Company 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 \_\_\_\_\_

Contact Number \_\_\_\_\_

ID \_\_\_\_\_

# Application for tn1 packages

## 5. Installation Addresses

Address 1:

Street Name and House Number: \_\_\_\_\_

Flat/Floor/Room Number: \_\_\_\_\_

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

Owner ☐ Tenant ☐

Address 2:

Street Name and House Number: \_\_\_\_\_

Flat/Floor/Room Number: \_\_\_\_\_

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

Owner ☐ Tenant ☐

## 6. Service Required (Please tick applicable options)

Main Product:

tn1 Maxi ☐ tn1 Maxi Essential 1 ☐ tn1 Maxi Essential 2 ☐

tn1 Maxi Advanced 1 ☐ tn1 Maxi Advanced ☐ tn1 MaxiPlus ☐

tn1 MaxiPlus Advanced 1 ☐ tn1 MaxiPro Essential 1 ☐ tn1 Family Circle ☐

Please Specify Package \_\_\_\_\_

Including Devices: Yes ☐ No ☐

Name of Device(s) Selected: \_\_\_\_\_

Additional Products:

Additional Member Required Yes ☐ No ☐

Additional Member (Smartphone) ☐ Additional Member (Data Device) ☐

Including Devices Yes ☐ No ☐

Name of Device(s) Selected: \_\_\_\_\_

Existing tn1 CRM Service Number: \_\_\_\_\_

Disconnection ☐

# Application for tn1 packages

## 7. Free Fax2Email

Do you have an existing Fax2Email Number?

Yes ☐ No ☐

If Yes, please specify	0	8	8	6												
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If no, are you interested in a Fax2Email Number? Yes ☐ No ☐

If yes, please provide the email address(es) where Fax2Email(s) will be linked to?

Email 1																@
Email 2																@
Email 3																@
Email 4																@
Email 5																@
Email 6																@

## 8. Free Email2Fax

Do you have an existing Email2Fax address?

Yes ☐ No ☐

Email 1																@
Email 2																@
Email 3																@
Email 4																@
Email 5																@
Email 6																@

If no, are you interested in an Email2Fax Number? Yes ☐ No ☐

# Application for tn1 packages

## 9. Free iWay Email Address

Do you have an iWay Email address? Yes ☐ No ☐

If yes, would you like to keep your existing iWay Email address(es)?

If yes, please specify your Email address(es):

Email 1																@
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Email 2																@
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If no, are you interested in a free iWay Email address(es)? Yes ☐ No ☐

If yes, choose your preferred username(s). Recommended are 3 to 14 characters out of a-z, A-Z, 0-9, -, \_ , . , +). The "." can't be used as the first letter.

Email 1																@
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Password 1																@
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Email 2																@
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Password 2																@
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Email 3																@
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Password 3																@
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Email 4																@
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Password 4																@
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Email 5																@
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Password 5																@
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Email 6																@
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Password 6																@
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# Application for tn1 packages

## 10. Broadband Password Requirements

Your Password should contain 6 to 12 characters, not be case sensitive, contain no spaces. Passwords not recommended are passwords similar to:

-Telephone Number

-Your Name (Parents/Children)

-Your Surname/Maiden Name etc.

A good example is: mySharck!9

Please provide your preferred password:

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## 11. Directory Listing

Should information be printed in the directory? Yes ☐ No ☐

Tick information to be printed:

Title \_\_\_\_\_ Name/Company Name \_\_\_\_\_ \*PO Box \_\_\_\_\_ Physical Address \_\_\_\_\_

Cell \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

\*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.

## 12. Marketing Material

Would you like to receive marketing material and information regarding special promotions and offerings? Yes ☐ No ☐

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

## 13. Credit References

Company Name \_\_\_\_\_ Company Name \_\_\_\_\_

Account Number \_\_\_\_\_ Account Number \_\_\_\_\_

## 14. Invoice Account

How would you like to receive your invoice? Via ...

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

Email ☐ Email Address \_\_\_\_\_

## 15. Direct Debit Payment

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

# Application for tn1 packages

## 16. Payment Undertaking (Personal)

I / We, \_\_\_\_\_, the undersigned:

1. Declare that the information provided in this application and copies of attachments is true and correct.
2. Understand that the provision of the telephone service required will be subject to the Communications Act, 8 of 2009.
3. Do hereby accept and agree to the terms and conditions of this contract.

Signature \_\_\_\_\_ Date DAY \_\_\_\_\_ / MONTH \_\_\_\_\_ / YEAR \_\_\_\_\_

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

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

\* Marriage in Community of Property / Power of Attorney Signature is required

## 17. 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 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 \_\_\_\_\_

\* Marriage in Community of Property / Power of Attorney Signature is required

Sanction of property owner/agent: I hereby agree to the installation of the telephone(s) as requested.

Signature \_\_\_\_\_ Date DAY \_\_\_\_\_ / MONTH \_\_\_\_\_ / YEAR \_\_\_\_\_

Signature \_\_\_\_\_ Date DAY \_\_\_\_\_ / MONTH \_\_\_\_\_ / YEAR \_\_\_\_\_

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

## 18. Telecom Namibia Use Only

Key Account/Account Manager ☐

Sales Team ☐

Teleshop ☐

All legal documents attached ☐

ITC approved ☐

Checked customer history records ☐

Security Deposit Collected ☐

Signature Supervisor/Manager \_\_\_\_\_ Date \_\_dd-mm-yyyy\_\_

Contact Number \_\_\_\_\_ Service Order Number \_\_\_\_\_

Agent's Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_dd-mm-yyyy\_\_

Cellphone Number	IMEI	ESN	SIM Serial Number	Phone Serial Number	Customer Account Number	Teleshop Name

# Application for tn1 packages

## 19. Terms and Conditions

### Basic Conditions

The provisioning of the Service to the Customer is subject to a credit check and approval by Telecom Namibia

By using Telecom Namibia Limited's Broadband Services combined with tn mobile, you agree that you have read, understood and are bound by these terms and conditions.

#### 1. 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 and for the services, as well as the terms and conditions referred to above and as set out hereinafter.
- 1.2 Application form shall mean the document in terms of which you apply for the service and provide personal and other information to Telecom Namibia.
- 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 LTE Dongle 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 and any other Broadband Service that will be made available to Telecom's customers from time to time, including the GSM cellular mobile telecommunication network provided in Namibia and by an operator situated outside of the Republic of Namibia.
- 1.5 Customer shall mean the applicant applying for this product and 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 24-month subscription period(s) which will commence on the effective date.
- 1.9 Subscription charges mean the monthly subscription fee paid by the Subscriber to Telecom Namibia Limited and tn mobile in consideration for the use of the service.
- 1.10 MRC shall mean Monthly Recurring Charges.
- 1.11 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 and regulated in terms of the Communications Act (Act 8 of 2009).
- 1.12 Handset means a GSM terminal or mobile phone.
- 1.13 SIM card means a subscriber's module which is a card issued to the subscriber which, when activated, enables the client to access the services applied for.
- 1.14 Service Provider shall mean Telecom and its mobile operator tn mobile.

#### 2. Duration and Termination

- 2.1 This agreement shall endure for the initial subscription periods as per the effective date reflected on the application form, and shall remain in force for the duration of the Initial Period. 30 days before the expiry of the duration of the Agreement, Telecom Namibia Limited shall in writing notify the Subscriber that he or she is entitled to extend the Agreement by a further contract period, in which event the Subscriber would be entitled to receive advice from Telecom Namibia on the package to subscribe to, depending on whether they want to renew or proceed with the agreement. The extension of the subscription agreement in accordance with this clause shall be in writing and shall be signed by or on behalf of both parties. In the event of such extension, the remaining provisions of the subscription agreement will apply. Where the Agreement is not extended in accordance with the provisions of clause 2.1), it shall continue to operate indefinitely on a 30 day period.
- 2.2 If the Customer terminates the Agreement at any time before the end of the initial period, for whatsoever reason, the Customer shall be liable to pay 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.
- 2.3 This agreement shall be for the tn1 packages. The Customer shall not be entitled to only one service and shall not be entitled to terminate either service without terminating the other. The conditions as aforesaid shall be applicable to both packages in the event where the client terminates the agreement with the Service Provider.
- 2.4 No carry-over of unused minutes (voice and data) will be permitted.

#### 3. Price and Payment

- 3.1 Invoices shall include 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 the Service Provider 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 the Service Provider to the Customer is prima facie proof of the amount due to the Service Provider 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 The Service Provider shall have the right without prejudice and in terms of 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 the Service Provider. The Service Provider shall not be liable to the Customer for any losses and/or damages incurred by the Customer as a result of such suspension. Should the Service Provider interrupt the service to the Customer in terms of this provision, the Service Provider shall be obliged to re-establish the service as soon as the Customer pays the outstanding amount.
- 3.4 Terms and Condition changes may be advertised through the various communication media from time to time.

- 3.5 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 the Service Provider 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. The Service Provider shall use its best endeavors to provide and maintain the availability of the service throughout the period of this agreement, but does not warrant that the same will be provided without interruption and does not warrant that services will not be suspended/disconnected once the credit limit (if applicable) is attained by the subscriber.
- 3.6 The Customer shall, upon approval of the application, pay the Service Provider an amount equal to the connection fee and a full month's subscription fee determined in terms of the tn1 package. The Customer shall be advised of the applicable fee in terms of the tn1 package, which shall immediately become due on signature and before installation or activation of services.

#### 4. The Service Provider's Obligations

- 4.1 The Service Provider will deliver and install the required Equipment to the Customer. The Customer shall choose the domicilium citandi ex executandi as the address given in the application form for installation, or any other address of which the Customer shall notify the Service Provider in writing, provided that such address is a recognized physical address.
- 4.2 The Service Provider shall provide to the Customer the internet connectivity for the applicable Broadband Service selected by the Customer in the application form.
- 4.3 The Service Provider shall make the toll free Service Provider call center number available to the Customer at all times.
- 4.4 The Service Provider shall receive the subscription charges in terms of the tn1 package from the Customer at the various payment points in the area of service.
- 4.5 The same terms and conditions where applicable shall apply to the tn mobile package. The Service Provider may approve an applicant's application after a credit enquiry, which shall determine the type of package the applicant is offered. The type of services an applicant is offered after such a credit check may determine whether, in terms of the package selected, the subscriber should pay a deposit in terms of the package or handset selected.
- 4.6 The Service Provider shall provide the Customer with a cellular number, SIM card and connect the subscriber to the network pursuant and subject to the provisions of this agreement.
- 4.7 All services to the Customer are subject to the accounts being settled as per the conditions set out in this agreement, failing which the provisions of clause 2 become applicable.

#### 5. Customer's Obligations

The Customer is required to ensure that the Equipment that the Customer wants to connect is compatible.

#### 6. Usage Policy

- 6.1 The Customer shall ensure that they will only use the Broadband Services and mobile services offered for purposes:
  - 6.1.1 That are lawful
  - 6.1.2 For which they were designed
- 6.2 The Customer shall ensure that they do not use the Services, directly or indirectly, in a way that is:
  - 6.2.1 Harmful, obscene, discriminatory, fraudulent or illegal
  - 6.2.2 Constitutes hate speech, incitement to commit criminal acts, an invasion of privacy or infringes copyright or other intellectual property
  - 6.2.3 Interferes with the software or equipment
  - 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 likely to be detrimental to the provisioning of the Service, any person, the Customer or any other Service Provider
  - 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, license or third party rights
- 6.3 Notwithstanding the aforementioned, the Customer shall not use the service in any manner that interferes with the Service Provider's ability to provide the service to other customers or interferes with the quality and/or availability of the network.

# Application for tn1 packages

## 19. Terms and Conditions (continued)

### 7. Provision and Use of the Service

- 7.1 The Service Provider may, using reasonable skill and care, exercise its discretion to refuse to provide any part of the service to the Customer. The service to the Customer is not fault-free and it may be impaired by geographic, atmospheric, or other conditions or circumstances beyond the Service Provider's control, and the Customer shall be entitled to the quality of service provided by a competent mobile telecommunications Service Provider exercising reasonable care and skill.
- 7.2 The Service provider shall be entitled to vary the technical specifications of the service from time to time and where necessary.
- 7.3 The Customer's use of any content or services not provided by the Service Provider must be accessed through the Service Provider's network, and shall be done at the Customer's own risk. The Service Provider shall not be liable for any loss or damage incurred by the Customer as a result of access or reliance on such content or services provided by such third party.
- 7.4 The Customer is solely responsible for evaluating the accuracy, completeness of content, the value and integrity of goods and services offered by third parties over the services. The Service Provider will not be a party to, or in any way be held responsible for, any transaction concerning third party goods and services.

### 8. Equipment and Services

- 8.1 Upon the delivery and/or installation of the Equipment, the risk of and/or the responsibility in connection with the Equipment shall pass to the Customer. The Service Provider shall not be responsible to replace and/or repair the Equipment or Handset in the event of theft, damage, loss or destruction to the Equipment or the Handset whether by negligence or otherwise. In the event of the above-mentioned occurring, the Customer will remain liable to the Service Provider under their obligations for the remainder of the subscription period. In the event of theft, damage, destruction or loss to the Equipment or the Handset, the Customer may be released from their obligations under this Agreement by paying the full selling price of the Equipment. The Customer shall ensure that they have the requisite insurance to cover at his or her own cost.
- 8.2 It is the Customer's responsibility to ensure that they inspect all Equipment upon delivery and endorse the delivery note in the event of any missing or damaged Equipment.
- 8.3 It is the Customer's responsibility to ensure that they have the requisite insurance to cover such Equipment at their own premises and cost.
- 8.4 Notwithstanding and in addition to the aforementioned, all rights of ownership in CPE or Equipment that is leased from the Service Provider in respect of the service shall vest exclusively in the Service Provider.
- 8.5 In no event shall the Service Provider be liable to replace or exchange any USB Modems, Handsets or Equipment for whatsoever reason such as, in the event of the theft of a Handset Device or SIM card.
- 8.6 Any guarantee will only be honoured by the Service Provider provided that the Modem and all its accessories are returned in good order. The Customer shall remain liable to the Service Provider in terms of the monthly subscription fee according to the approved package for the duration of this agreement in terms of any damage caused to the Handset.
- 8.7 Where the service includes a Handset, the subscriber shall also take out his/her own insurance in terms of that Handset, and shall provide proof thereof when requested by the Service Provider. The Customer further acknowledges that ownership in the Handset shall vest in the Service Provider until the end of the contract period, provided that the Customer has paid their monthly subscription charges in respect of the contract period in full, in which respect ownership of the Handset shall pass to the Customer.
- 8.8 Risk of the Handset and Equipment shall pass to the Customer upon delivery to the Customer. Delivery shall mean collection, installation of Equipment and/or upliftment of the Handset by the Customer.

### 9. Disclaimer

- 9.1 It is an express condition of this Agreement that the Service Provider does not warrant or guarantee that the service is:
- 9.1.1 Free of errors or interruptions
- 9.1.2 Always available and/or is available in all areas of Namibia
- 9.1.3 For any purpose
- 9.1.4 Will conform to the Customer's service level requirements application for tn1 packages
- 9.1.5 Always secure and reliable
- 9.2 The provision of the Service Provider's Broadband Service is subject to network availability, distance, copper quality and line sync speed limitations. The Service Provider would therefore advise the Customer not to tamper with installed equipment.
- 9.3 The Broadband Service is a best-effort service and no guarantees are provided on the availability of throughput.

### 10. Limitation of Liability

- 10.1 The Customer subscribes to and uses the Service at their own risk.
- 10.2 The Service Provider shall not be liable for any liability (including negligence) for any loss or damage or injury to the subscriber whatsoever in terms of the cancellation or termination of this agreement, whether direct, indirect or consequential, contingent, or foreseeable.
- 10.3 The Service Provider shall not be liable to the Customer or any third party, and the Customer shall hold the Service Provider harmless against any damages suffered by the subscriber or the third party of any claim arising from the Customer's subscription to or the use of the Broadband Service, including (without any limitation) any damages suffered by the Customer due to:
- 10.3.1 Any interruption or error in the Broadband Service and/or network
- 10.3.2 Adverse weather conditions, civil war, strike, lock-out, civil commotion, riot, blockade, sanctions, act of government or any authority, or other compliance with governmental orders, demands or regulations
- 10.3.3 The unauthorized use of the service by any third party as a result of the access of the Customer's password and/or web portal

### 11. Assignment

The Customer shall not cede, assign, transfer, encumber or delegate any of their rights or obligations in terms of this Agreement to any third party without the Service Provider's prior written consent. The Service Provider shall be entitled at any time to cede, assign, transfer, encumber or delegate any of its rights, title, interest and/or obligations in terms of this Agreement to any third party without the Customer's consent and if, for any reason whatsoever, the consent of the Customer may be required, the Customer shall be deemed to have consented thereto in terms of this Agreement.

### 12. Consent to Jurisdiction

The Customer hereby consents to the jurisdiction of the Magistrate Court having jurisdiction over his person in respect of any action by the Service Provider arising from this Agreement or the cancellation hereof. This consent does not oust the jurisdiction of another competent court having jurisdiction and the Service Provider shall be entitled at its discretion to institute action against the Customer in any court of competent jurisdiction. The parties agree that this consent is severable and shall apply even in cancellation of this Agreement.

### 13. Domicilium and Notices

- 13.1 The Parties choose as their respective domicilia citandi et executandi for all purposes of this Agreement as follows:
- 13.1.1 Service Provider Legal Department, 3rd Floor, Headquarters, Luderitz Street, Windhoek.
- 13.1.2 The Customer (details as per address on application form)
- 13.2 Any notice or communication required or permitted to be given in terms of this Agreement shall:
- 13.2.1 Be valid and effective only if in writing or by email with a copy to the Managing Director or similar position
- 13.2.2 If posted by letter, be deemed to have been received 7 (seven) days after delivery of such to have been received on the date and at the time of transmission, provided that such time falls within the normal business hours of 08h00 to 17h00 Namibian time, or if after 17h00 Namibian time, then at 08h00 on the next business day in Namibia
- 13.2.3 The parties shall be entitled at any time to change their addresses for the purpose of this Clause 13 to any other address by giving written notice to that effect

### 14. 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.

### 15. Executions and Modification

This Agreement, including the annexure, constitutes the entire and only agreement between the parties with respect to the appointment by the Customer to the Service Provider for the supply of the services as defended, and any terms or conditions in connection therewith not incorporated herein shall not be binding on either party. This Agreement wholly cancels, terminates and supersedes any agreement heretofore entered into by the parties hereto, their predecessors or assignees with respect to the appointment by the Customer to the Service Provider for the provision of said services. The undersigned declare(s) that he/she/they are properly authorised to make this application and to bind the applicant legally, upon acceptance of a formal offer.

### 16. Remedies Available to Customers

In the event of incorrect billing or other disputes on the provision of the services by the Service Provider, Customers are entitled to register a dispute over the effected portion of the account by reporting through the Customer Care Centre's toll free number 11000 and/or at the nearest Teleshop.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Printed name (subscriber) \_\_\_\_\_

Signature \_\_\_\_\_

Witness (on behalf of subscriber) \_\_\_\_\_