

Application for Speedlink

New Customer: Residential Business

Existing Customer Account/Telephone No: _____

Pensioner Pension Card No: _____

TN Employee Account/Telephone No: _____

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 Address _____ 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 _____

Employer Details

Name of Employer _____

Postal Address _____

Post Office _____ Town _____

Physical Address _____

Telephone Number (W) _____

3. 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 Address _____

Contact Details of Directors/Members:

Name/Title _____

Contact Number _____

Identity Number _____

Name/Title _____

Contact Number _____

Identity Number _____

Name/Title _____

Contact Number _____

Identity Number _____

4. Installation Address

Street Name and House Number: _____

Flat/Floor/Room Number: _____

Erf/Plot/Farm/Village Number: _____

Suburb _____ Town _____

Owner Tenant

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5. Type of Service Required

Packages	Contract Duration (Months)	Download Speed (Up to Kbps)	Volume Package (GB per Month)
Speedlink Home	12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/>	4096 <input type="radio"/> 6144 <input type="radio"/> 8192 <input type="radio"/> 10240 <input type="radio"/> Other <input type="radio"/> Specify: _____	Unlimited
Speedlink Business	12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/>	6144 <input type="radio"/> 8192 <input type="radio"/> 10240 <input type="radio"/> Other <input type="radio"/> Specify: _____	Unlimited
Speedlink Professional	12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/>	6144 <input type="radio"/> 8192 <input type="radio"/> 10240 <input type="radio"/> Other <input type="radio"/> Specify: _____	Unlimited
*Speedlink lite Home/Business	12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/>	4096 <input type="radio"/> 6144 <input type="radio"/> 8192 <input type="radio"/> 10240 <input type="radio"/> Other <input type="radio"/> Specify: _____	Unlimited
*Speedlink lite Professional	12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/>	6144 <input type="radio"/> 8192 <input type="radio"/> 10240 <input type="radio"/> Other <input type="radio"/> Specify: _____	Unlimited
Speedlink Rural Power Requirement: DC <input type="radio"/> AC <input type="radio"/>	12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/>	64 <input type="radio"/>	Unlimited

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5. Type of Service Required (cont.)

Packages	Contract Duration (Months)	Download Speed (Up to Kbps)	Volume Package (GB per Month)
Speedlink liteplus Asymmetric	12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/>	25 <input type="radio"/> 120 <input type="radio"/> 50 <input type="radio"/> 150 <input type="radio"/> 75 <input type="radio"/> 200 <input type="radio"/> 100 <input type="radio"/> Other <input type="radio"/> Specify: _____	Unlimited
Speedlink liteplus Symmetric	12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/>	2 <input type="radio"/> 25 <input type="radio"/> 120 <input type="radio"/> 5 <input type="radio"/> 50 <input type="radio"/> 150 <input type="radio"/> 10 <input type="radio"/> 75 <input type="radio"/> 200 <input type="radio"/> 15 <input type="radio"/> 100 <input type="radio"/> 300 <input type="radio"/> Other <input type="radio"/> Specify: _____	Unlimited
Speedlink liteplus Asymmetric Professional	12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/>	25 <input type="radio"/> 120 <input type="radio"/> 50 <input type="radio"/> 150 <input type="radio"/> 75 <input type="radio"/> 200 <input type="radio"/> 100 <input type="radio"/> Other <input type="radio"/> Specify: _____	Unlimited
Speedlink liteplus Symmetric Professional	12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/>	2 <input type="radio"/> 25 <input type="radio"/> 120 <input type="radio"/> 5 <input type="radio"/> 50 <input type="radio"/> 150 <input type="radio"/> 10 <input type="radio"/> 75 <input type="radio"/> 200 <input type="radio"/> 15 <input type="radio"/> 100 <input type="radio"/> 300 <input type="radio"/> Other <input type="radio"/> Specify: _____	Unlimited
Customer Premises Equipment (CPE)	Type of CPE (Any additional CPE required)		Payment Options
	Entry-Level Fritz!Box <input type="radio"/> High-End Fritz!Box <input type="radio"/> Lightning Protector <input type="radio"/> Other <input type="radio"/> Specify: _____		Cash <input type="radio"/> Installment Period 3 months <input type="radio"/> 6 months <input type="radio"/> 12 months <input type="radio"/>

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18. Telecom Namibia Use only

Key Account Manager/ Account Manager ITC Approved
Teleshop Security Deposit Collected
Checked Customer History Records All Legal Documents Attached

Signature Supervisor/ Manager _____ Date ____ DD - MM - YYYY ____
Contact number _____ Customer Order Number _____
Agent's Name _____ Signature _____ Date ____ DD - MM - YYYY ____

19. 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) 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 Speedlink offer shall mean unlimited internet access, CPE with Wi-Fi functionality, voice services including the following ISP services, email address and web-space.
 - 1.4.2 Speedlink lite offer shall mean unlimited internet access only without voice, value added service and CPE.
 - 1.4.3 Speedlink liteplus offer shall mean high speed unlimited internet access only without voice, value added service and CPE.
 - 1.4.4 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 Customer Premises Equipment (CPE) 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 mean 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 92282 and as amended by the Communications Act 8 of 2008.

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 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 Subscriber's contract, lapsing on _____, he or she is entitled to extend the Agreement by a further contract period. In this 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 2.2, it shall continue to operate indefinitely on a 30 day period.
- 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, they shall not be liable for the payment of any termination fee. The Agreement effective date for the 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.
- 2.5 The customer acknowledges that Telecom Namibia may at times remotely access CPEs as required for configuration, troubleshooting, maintenance, rebooting, firmware upgrades and changing parameters as part of fault rectification processes.

3. Price and Payment

- 3.1 Payments are due for the relevant part of the month during which the service started, for the next full month, plus the installation 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 amount 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.
- 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 Where the customer has opted for the CPE and voice services, subject to clauses 1.4 and 7.10, voice minutes usage exceeding the inclusive free voice minutes shall be charged according to the applicable tariff plan, as amended by Telecom from time to time.
- 3.8 Unused free minutes 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 (the 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 recognized physical address.
- 4.2 Telecom shall provide to the Customer the internet connectivity for the applicable broadband service selected by the Customer in the application form.
- 4.3 Telecom will make the toll free Telecom customer centre available to the Customer at all times.
- 4.4 Telecom will collect the subscription charges from the Customer.

5. Customer's obligations

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 utilizes the Service and the Equipment does not conform to Telecom's specifications.

6. Usage Policies

- 6.1 The Customer shall ensure that it will only use the Broadband Service for purposes:
 - 6.1.1 That are lawful
 - 6.1.2 For which it was designed
- 6.2 The Customer shall ensure that they do not use the Broadband Service, directly or indirectly, in a way that:
 - 6.2.1 Is 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, destroys the functionality of any computer or communications 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, 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.
- 6.3 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 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 general damages such as theft, loss, destruction to the Equipment whether by Customer's negligence or Act of God. In the event of the above-mentioned occurring, the Customer will remain liable to Telecom under their obligations for the remainder of the subscription period. In the event of general damages such as theft, destruction or loss of the Equipment, the Customer may be released from their obligations under this Agreement by paying the full subscription fees for the remainder of the contract period. The Customer shall ensure that they have the requisite insurance to cover at his or her own cost.
- 7.2 In the event that Equipment is damaged as a result of a force majeure limited to lightning and floods, Telecom will replace such Equipment and the Customer will be billed accordingly for the replacement.
- 7.3 Telecom Customers may purchase lightning protection from Telecom at additional charges.
- 7.4 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.
- 7.5 It is the Customer's responsibility to ensure that they have the requisite insurance to cover such Equipment at their own premises and cost.
- 7.6 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.
- 7.7 The Broadband modems include a 12-month carry-in guarantee unless they form part of a 24 and 36 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.
- 7.8 Telecom reserves the right to impose abortive maintenance charges in respect of any callout made by a technician and where such a fault is caused by either the Customer's telecommunication or computer equipment connected to Telecom's line.
- 7.9 In the event that the Customer purchases their own modem that is not supplied by Telecom, Telecom's technician will not be requested to attend to any configurations on such a modem including voice service provisions.
- 7.10 Speedlink lite and liteplus do not include CPE, but the applicant may purchase the CPE on cash or installment option.

8. Disclaimers

- 8.1 Is an express condition of this Agreement that Telecom does not warrant or guarantee that the Service:
 - 8.1.1 Is 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 Customer's service level requirements.
 - 8.5 Is always secure and reliable.
 - 8.6 The provision of Telecom's broadband service is subject to network availability, distance, copper quality and line sync speed limitations.
 - 8.7 The broadband service is a best-effort service and no guarantees are provided on the availability of throughput.

9. Limitation of Liability

- 9.1 The Customer subscribes to and uses the Service at their 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 Customer's 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
 - 9.2.2 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
 - 9.2.3 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.

10. Assignment

The Customer shall not cease, assign, transfer, encumber or delegate any of their 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:
 - 1) Judge J.P. Karulhe Street
P.O. Box 297
Windhoek
 - 2) Customer
- The address given in the application form.

12. Remedies available to Customer

- 12.1 In the event of incorrect billing, or other disputes or the provision of services by TELECOM NAMIBIA, customers are entitled to register a dispute over the affected portion of the account by reporting through the Customer Care Centre's toll-free number 1100 and/or at the nearest Teleshop.