

Application for Speedlink Prepaid

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:

	Residential	Business	Foreign National
Copy of Identity or Passport	<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"/>
Copy of Business/Company Registration Certificate		<input type="radio"/>	<input type="radio"/>

2. Residential Details

Title The Hon___ Prof___ Miss___ Mrs___ Mr___ Dr___ Rev___ Other_____
 Surname_____ Full name(s)_____
 Identity/Passport number_____ Citizenship_____
 Postal Address_____ Post Office_____ Town_____
 Contact Details: (H)_____ (cell)_____
 Email_____ Fax_____

3. Business Details

Registered Name of Company_____
 Registration Certificate Number_____
 VAT Registration number_____
 Postal Address_____ Post Office_____ Town_____
 Physical Address_____
 Contact Details: Telephone_____ Fax_____

4. Installation address

Street name and House number:_____
 Flat/Floor/ Room number:_____
 Erf/Plot/ Farm/Village number:_____ Suburb_____ Town_____

Owner Tenant Business

5. Type of Service Required

Packages	Contract duration (Months)	Download Speed (UP to kbps)	Volume Package (GB per month)
Speedlink Prepaid Home/Business	12 <input type="radio"/>	4096 <input type="radio"/> 8192 <input type="radio"/>	Unlimited
		6144 <input type="radio"/> 10240 <input type="radio"/>	
		Other <input type="radio"/> Specify:_____	

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6. Payment Undertaking

I/We _____, the undersigned, in my capacity _____

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 Communications Act, 08 of 2009".

4. Do hereby accept and agree to the terms and conditions of this contract (see back of application form)

5. (Business) Do hereby acknowledge and agree that by my signature hereto 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 anytime hereafter become payable by the applicant to Telecom Namibia Limited

Signature _____ Date mm-dd-yy _____

Spouse* / Legal Guardian Name _____

Surname _____

Signature (Spouse*) / Legal Guardian _____

Date __mm.dd.yy__

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

7. Telecom Namibia Use Only

Customer Relationship Manager

Sales Team

Teleshop

All legal documents attached Yes No

ITC approved

Checked customer history records

Security Deposit Collected

Signature Supervisor/ Manager _____ Date mm-dd-yy _____

Contact number _____ Service order number _____

Agent's Name _____ Signature _____ Date mm-dd-yy _____

Application For Speedlink Prepaid

Speedlink Prepaid 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 Broadband services shall mean the following, (but not limited to):
 - 1.3.1 Speedlink prepaid offer shall mean unlimited internet access only and any other Broadband Service that will be made available to Telecom's customers from time to time.
- 1.4 Customer shall mean the applicant to this Service.
- 1.5 Customer Premises Equipment (CPE) means the hardware which is required to access the service.
- 1.6 Effective date shall mean the date on which the application for the service is approved.
- 1.7 Initial period shall mean the subscription period(s) which will commence on the effective date.
- 1.8 Subscription charges shall mean the once-off subscription fee paid by you to Telecom Namibia Limited in consideration for your use of the service.
- 1.9 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 2009.

2. Duration and Termination

- 2.1 This service shall endure and remain in force for the duration of the period or any other subscription period as indicated on the application form, after expiry, the contract will terminate automatically unless customer issues Telecom Namibia with a notice to renew at least 30 days before termination date.
- 2.2 If the customer for whatsoever reason terminates the service at any time before the end of the initial period, Telecom shall not refund the customer any amount paid in terms of clause 3.1.

3. Price and Payment

- 3.1 The Customer undertakes to pay to Telecom in advance before service activation, the prescribed once-off fee in respect of installation, line rental and usage (contract Price).
- 3.2 The CPE price is not included in the prescribed once-off fee and shall be paid by the customer separately on a cash basis. The invoice rendered by Telecom to the Customer shall be prima facie proof of the amount due to Telecom by the Customer for services.
- 3.3 In the event of any interruptions to the service for whatsoever reason, such interruption will not relieve the Customer from his/her obligations under this agreement.
- 3.4 In case any refund is due to customer as result of faults, customer account will be credited and will be paid to the customer.
- 3.5 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.
- 3.6 Upgrades within the Speedlink prepaid range will be allowed, however the customer will still be expected to pre-pay the difference between the two packages for the remaining period of the initial period.
- 3.7 Customer will not be allowed to downgrade his/her package.
- 3.8 Should the Customer change location, e.g. moving from one premises to another and Telecom has existing infrastructure available at the new premises to enable the provision of services at the new premises, the customer shall be liable for any charges in respect of transfer and will be expected to pay such in advance.
- 3.9 In the event that the infrastructure is not available at the new premises 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 because of relocation, the provisions of clause 2.2 above shall apply.
- 3.10 The Customer shall remain liable for all charges in respect of the service at the old premises until the Customer has formally, and in writing, terminated with Telecom the services at the old location.
- 3.11 The Speedlink prepaid once-off price shall be applicable to any period equal to 12 months or less.

4. Telecom's obligations

- 4.1 Telecom will deliver and install the required Equipment at the Customer's premises. The Customer shall choose the domicilium citandi et executandi to be the address given in the application form, or any other address, which the Customer shall notify Telecom of in writing, provided that such address is a recognized physical address.
- 4.2 Telecom shall provide to the Customer with the internet connectivity of the applicable broadband service selected by the Customer in the application form.
- 4.3 Telecom shall have a toll free number for customer care centre to be available to the Customers at all times.
- 4.4 Telecom shall collect the subscription charges from the Customer.

5. Customers obligations

The Customer is required to ensure that the Equipment that the Customer intends to use in good working order and is compatible with Telecom's technical specifications to enable the customer to receive the service. Notwithstanding the aforementioned, Telecom shall not be liable to the Customer for whatsoever reason, in the event that the Customer utilises 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 Services for purposes:
 - 6.1.1 that is lawful; and
 - 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 hate speech, 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, program, code or files which impede or destroy 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 message (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; and
 - 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 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.
- 7.2 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, force majeure 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. The Customer shall ensure that it has the requisite insurance to cover at his or her own cost.
- 7.3 Customer may purchase protection from Telecom at additional charges, however should the customer suffer loss; Telecom Namibia shall not be liable to the customer for any damages.
- 7.4 The Broadband modems include 12 - month carry in guarantee. The guarantee will only be honoured by Telecom Namibia provided that the modem and all its accessories are returned in good order
- 7.5 Telecom reserves the right to levy abortive maintenance charges in respect of any call-out made by a technician and where such a fault is caused by either the customer's telecommunication and/or computer equipment connected to the Telecom line. The customer will be expected to pay this amount in advance before any work commences.
- 7.6 In the event that Customer purchases their own modem elsewhere and not from Telecom, Telecom's technician will not be requested to attend to any configurations on such a modem.

8. Disclaimers

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

- 8.1 free of errors or interruptions;
- 8.2 always be available or available in all areas of Namibia;
- 8.3 fit for any purpose;
- 8.4 in conformity to the Customers service level requirements;
- 8.5 always secure and reliable;
- 8.6 subject to network availability, distance, copper quality and line sync speed limitations; and
- 8.7 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 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 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 or loss suffered as a result of the unauthorised access of the Customers password and/or web portal or any hacking herein.

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 et executandi as follows:

- 11.1.1 Telecom Namibia Limited
Judge J.P. Karuibe Street
P.O Box 297
Windhoek

11.1.2 Customer

The address given in under address in the application form.

12. Remedies available to Customer

In the event of incorrect billing, or other disputes or the provision of services by Telecom Namibia, the customer shall be 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 Teleshop.