

Application for Satlink

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) _____

4. Installation Address

Street Name and House Number: _____
 Flat/Floor/Room Number: _____
 Erf/Plot/Farm/Village Number: _____
 Suburb _____ Town _____
 Owner Tenant

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 _____

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5. Type of Service Required

Package	Data	Download (Up to Kbps)
Data Only Home/ Business <input type="radio"/>	Uncapped <input type="radio"/> Capped <input type="radio"/>	1024 <input type="radio"/> 6144 <input type="radio"/> 2048 <input type="radio"/> 8192 <input type="radio"/> 4096 <input type="radio"/> 10240 <input type="radio"/> Other <input type="radio"/> Specify _____
Enterprise <input type="radio"/>		10 <input type="radio"/> 512 <input type="radio"/> 1024 <input type="radio"/> Other <input type="radio"/> Specify _____
Additional Voice <input type="radio"/>	Indicate Number of Voice Lines Required	
	1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4 <input type="radio"/> 5 <input type="radio"/> 6 <input type="radio"/> 7 <input type="radio"/> 8 <input type="radio"/> Other <input type="radio"/> Specify _____	
Customer-Premises Equipment (CPE)	Type of 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 <input type="radio"/> 6 <input type="radio"/> 12 <input type="radio"/>

Note: Please take note that prior to the installation/transfer, a customer should be presented with a provisional quote detailing all required/possible charging components. Only after acceptance should Telecom Namibia continue with the installation/transfer.

6. Please Complete This Questionnaire

- Contact name and numbers of the person to provide feedback to _____
- Are your premises easily accessible? (Dog or fence, gravel road or tarred road) _____
- What date and time will suit you for site survey/installation? _____
- Will there be someone at the premises at the time of installation? (Specify name and contact number) _____
- Who will sign for the completed installation? _____
- Is it a new building? _____
- Will the customer provide the civil work required on site, including cement work and house feed? _____
- Where should the Customer Premises Equipment (CPE) be installed? (Describe location e.g. Dining Room) _____
- Which company installed your PABX/switchboard system? _____
- Direction to installation address _____
- Which banking institution supplies your credit card machine? _____
- Further information that you may provide us with _____

7. Coordinates

Longitude _____ Degrees _____ Minutes _____ Seconds _____
 Latitude _____ Degrees _____ Minutes _____ Seconds _____

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8. Power Requirements

AC Power (Continuous): Yes No

If No, # hrs/day _____ Hrs/Day

#KVA _____ KVA

Average Power Failures/Month _____ #/Month

DC Power: Yes No

Voltage _____ Volt

Battery Size _____ A/h

Solar Size (Watts) _____ Watts

Note: Customer is advised to provide an Uninterrupted Power Supply (UPS) of suitable capacity to which the Satlink customer premises equipment (CPE) can be connected to ensure CPE protection against fluctuating voltages which can affect the stable operation of the Satlink system and to ensure the continued operation of the Satlink system during power failures.

9. Telephone Set Up

In case of conversions, would you like to convert all existing services? Yes No

If yes, provide the existing telephone numbers to be converted, indicating the corresponding service.

You have the option to select up to 8 voice services (telephone numbers) depending on the number of ports supported by the telephone interface unit.

Voice Service	In case of existing converted services, indicate the telephone line number. In case of additional line requirements, indicate "NEW"										Direct Telephone Line	Point of Sale (Credit Card) Dial up	Junction Line to PBX	Fax	Other (Specify: Flexi/Public Phone)
	0	6	-												
1	0	6	-												
2	0	6	-												
3	0	6	-												
4	0	6	-												
5	0	6	-												
6	0	6	-												
7	0	6	-												
8	0	6	-												

Are there any other lines connected to the same Satlink on another account? Yes No

If yes, please indicate:

Voice Service	In case of existing converted services, indicate the telephone line number. In case of additional line requirements, indicate "NEW"										Direct Telephone Line	Point of Sale (Credit Card) Dial up	Junction Line to PBX	Fax	Other (Specify: Flexi/Public Phone)
	0	6	-												
1	0	6	-												
2	0	6	-												
3	0	6	-												
4	0	6	-												

Hunting facilities required? Yes No

Indicate number on which service is required: _____

10. Directory Listing

Should information be printed in the directory?

Yes No

Tick information to be printed:

Title Name/Company Name _____ *P.O. Box _____

Physical Address _____ Cell _____ Fax _____

Email Address _____

*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.

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11. 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:

Email Post SMS Telephone

12. Credit References

Company Name _____

Company Name _____

Account Number _____

Account Number _____

13. Invoice Account

How would you like to receive your invoice?

Post

Postal Address _____ Post Office _____ Town _____

Email

Email Address _____

14. Direct Debit Payment

Bank _____

Branch _____

Account Type Cheque Savings

Branch Code

--	--	--	--	--	--	--	--

Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Payment Date

D	D	-	M	M	-	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

15. 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. Hereby accept and agree to the terms and conditions of this contract (see back of application form).

5. (Business) 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 ____/____/____

Spouse/ Legal Guardian Name _____

Surname _____

Signature (Spouse*)/ Legal Guardian _____

Date ____/____/____

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

16. 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 ____/____/____

Contact Number _____

Service Order Number _____

Agent's Name _____ Signature _____ Date ____/____/____

17. Terms and Conditions

By using Telecom Namibia Limited's Satlink Service, 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 Satlink Services, which are set out herein. Telecom Namibia reserves the right to amend its terms and conditions in its sole discretion, from time to time.

Your use of the Satlink Service 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 Satlink Service, 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 Satlink Service and provide personal and other information to us.
- 1.3 Customer shall mean yourself, the applicant to this Satlink Service.
- 1.4 Equipment or Customer Premises Equipment (CPE) means the hardware which is required to access the Satlink Service.
- 1.5 Effective date shall mean the date on which the Satlink Service is installed and ready for utilisation by the Customer.
- 1.6 Initial period shall mean the 36-month subscription period which will commence on the Effective date.
- 1.7 Subscription charges means the monthly subscription fee paid by you to Telecom Namibia Limited in consideration for your use of the Satlink Service.
- 1.8 Suspension means the disconnection, by electronic or other means, of the Satlink Service, thereby preventing the unauthorised use thereof.
- 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 92\282.
- 1.10 Satlink, or more specifically Very Small Aperture Terminal, shall mean the following, (but not limited thereto), a two-way satellite ground station through which the satellite voice and data access shall be provided.

2 Duration and Termination

- 2.1 The provisioning of the Satlink Service to the Customer is subject to a credit check and approval by Telecom.
- 2.2 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 2.2), 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 or in any other means as required by Telecom from time to time.
- 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 Satlink Service 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 Satlink Service will be billed from the day these services become effective.
- 2.5 The customer consents and 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 Telecom shall charge the Customer a once-off installation fee which shall be payable on the date of activation of the Satlink Service.
- 3.2 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 Satlink Service becomes effective. This first invoice will include the pro rata payments due for the relevant part of the month during which the Satlink Service started, the payments due 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 Satlink 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.

- 3.3 In the event of any interruptions to the Satlink Service for whatsoever reason, such interruption will not relieve the Customer from paying any amounts due and payable under this clause.
- 3.4 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 Satlink Service 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 Satlink Service to the Customer in terms of this provision, Telecom shall be obliged to re-establish the Satlink Service as soon as the Customer pays the outstanding amount.
- 3.5 The Customer hereby agrees to accept liability for all reasonable costs in relation to the collection of any overdue accounts, including the cost of debt collection and ITC.
- 3.6 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.
- 3.7 Should the Customer request to downgrade the Satlink Service, the Customer shall pay the prescribed charges for the migration of the Satlink Service.
- 3.8 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 Satlink Service at the old premises until such time as the Customer has formally, and in writing, terminated with Telecom the Satlink Services at the old location. In the event that the Satlink 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.

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 recognised physical address. Notwithstanding the aforementioned, in the event that the premises of the Customer are located in a very remote area or in Telecom's sole opinion, not-easily accessible by road, the Customer shall provide at the Customer's own expense, adequate transport and accommodation to the personnel of Telecom or its contractors to perform the initial site survey, installation and maintenance of the Equipment.
- 4.2 If in the opinion of Telecom extraordinary work is required to install the Equipment e.g. digging of trenches to lay pipes and/or cables, Telecom shall only do such work upon the Customer's written instruction and at the Customer's own expense.
- 4.3 Telecom shall provide to the Customer the voice and data connectivity for the applicable package selected by the Customer in the application form.
- 4.4 Telecom will make the toll free Telecom customer centre available to the Customer at all times.
- 4.5 Telecom will collect the subscription charges from the Customer.

5 Customer's Obligations

The Customer is required to ensure that the equipment the Customer intends to use in order to receive the Satlink 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 Satlink Service while 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 Satlink Service for purposes:
 - 6.1.1 That are lawful
 - 6.1.2 For which it was designed
- 6.2 The Customer shall ensure that it does not use the Satlink 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
 - 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
 - 6.2.4 Interferes with any third party's use of the Satlink Service or other 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 Satlink Service, the Customer or any other Telecom Customer
 - 6.2.7 Breaches the terms and conditions of this Agreement or Telecom's general terms and conditions
 - 6.2.8 Unlawfully contravenes any legislation, laws, license or third party rights.

17. Terms and Conditions (cont.)

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

7 Equipment

- 7.1 Satlink CPEs include a 12-month warranty.
- 7.2 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 theft, damage, loss, destruction to the Equipment whether by 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. Additionally, in the event of theft, damage, destruction or loss to the Equipment, the Customer will be required to pay the full replacement, set-up and installation cost of the Equipment.
- 7.3 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.
- 7.4 It is the Customer's responsibility to make sure they protect the CPE from lightning and power surges.
- 7.5 Customer to ensure that suitable lightning and surge protection devices are installed and connected to CPE.
- 7.6 It is the Customer's responsibility to ensure that they have the requisite insurance to cover such Equipment at their own premises and cost. The value of the Equipment installed can be obtained from Telecom.
- 7.7 Ownership of the Equipment shall remain vested in Telecom Namibia until such time that the Customer's full subscription period has been completed and the subscription charges have been paid in full. Notwithstanding the aforementioned, all risk and responsibility in the Equipment shall vest in the Customer. Notwithstanding anything to the contrary, in the event the Customer defaults in the payment of the subscription charges or terminates this Agreement for any reason whatsoever, Telecom shall be entitled to recover the Equipment.
- 7.8 The Customer shall not make any changes to the Equipment or the antenna, i.e. such as the painting of indoor and outdoor units. In the event the Customer makes such unauthorised changes to the Equipment, the Customer shall be liable to Telecom for damages and/or the cost of replacing such Equipment.
- 7.9 Telecom shall be entitled to utilise the Equipment for any other purpose it deems appropriate in its sole discretion for example, but not limited to, utilising the Equipment for the installation of public phones or pre-paid telephones.

8 Responsibilities Relating to Installation

- 8.1 The Customer shall provide dust-free indoor accommodation with adequate ventilation to accommodate Satlink indoor equipment with dimensions: 20cm high, 40cm deep and 50cm wide.
- 8.2 The Customer shall provide a clear site for the Satlink antenna without any obstructions to the East, with 90-degree horizontal and vertical view-angles.
- 8.3 In the event that local conditions require fencing for protection (against animals, children, vehicles etc), the Customer shall be liable to provide same.

8.4 The Customer shall make available sufficient building sand, aggregate and water for the antenna foundation as per antenna requirements.

8.5 The Customer shall provide ducting and/or wiring for telephone(s) from the indoor Satlink equipment location. Telecom Namibia shall provide a distribution/connecting point at the Satlink indoor unit. Ducting is required if telephones are in different buildings to the Satlink indoor unit. Within the same building non-ducted wiring is sufficient.

8.6 The Customer shall supply 24-hour uninterrupted, 220V to 240V, 50Hz pure sinusoidal, AC power from a 5A circuit breaker. The system has a power consumption of 700W. It is expressly stated hereto that Telecom shall not provide power.

9 Disclaimer

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

- 9.1 Is free of errors or interruptions.
- 9.2 Is always available and available in all areas of Namibia.
- 9.3 Is fit for any purpose.
- 9.4 Will conform to the Customer's service level requirements.
- 9.5 Is always secure and reliable.

10 Limitation of Liability

This clause 10 specifically excludes the entire liability of Telecom including liability for negligence and in particular, without limitation, all other expressed, implied or statutory liability.

- 10.1 The Customer subscribes to and uses the Satlink Service at their own risk.
- 10.2 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 use of the Satlink Service, including (without any limitation) any damages suffered by the Customer due to:-
- 10.2.1 Any interruption or error in the Satlink Service, or
- 10.2.2 The failure of Telecom due to events beyond its control such as, but not limited to, an act of God, satellite interference or failure, sun outages, optic fibre cable disconnection, fire, explosion, lightning, 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.

11 Capping

- 11.1 Customers will be allocated a certain amount of data per billing cycle. If customers deplete the allocation before the end of the billing cycle, the data usage will be capped until such time that customers top-up.
- 11.2 Data usage is counted from the first to the last day of every calendar month.
- 11.3 A data top-up can be purchased in GB data increments.
- 11.4 A purchased data top-up cannot be refunded or exchanged for cash.
- 11.5 In the event that a Customer has paid for a data top-up, but is unable to access or use the data due to any failure by Telecom in the provisioning of the Telecom Internet Service, Telecom shall not be liable for any damages or expenses of whatsoever nature and howsoever incurred by the Customer.
- 11.6 No roll-over of unused GB allowance to the next month.