

Application For Radio Streaming

New Customer : Residential Business
 Existing Customer Account/Telephone no: _____
 Pensioner Pension card no: _____
 TN Employee Account/Telephone no: _____

Application Requirements:

Attach the following documents to this application form:

| | 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"/> |
| Proof of Income/ Financial Statements | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Copy of Business/Company Registration Certificate | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Security Deposit (when applicable) | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Security Deposit (fixed) | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Copy of Marriage Certificate* | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| Declaration for Joint and Several Liability form for Business Customers | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| *For marriage in Community of Property & Sole Proprietorship | | <input type="radio"/> | <input type="radio"/> |

Residential Details

Title The Hon___ Prof___ Miss___ Mrs___ Mr___ Dr___ Rev___ Other_____

Surname_____ Full name(s)_____

Date of Birth ___/___/___ Occupation _____

Identity/Passport number _____ Citizenship_____

Postal Address _____ Post Office _____ Town_____

Physical Address _____

Contact Details: (H) _____ (cell) _____

email _____ Fax _____

Marital Status : Married in community of property ___ Married out of community of property ___ Married out of community of property with ante nuptial contract ___ Widow___ Divorced___ Single___

Spouse name _____

Spouse Identity/Passport number _____

Next of kin _____ Relationship _____

Contact number _____

Employer Details

Name of Employer _____

Postal Address _____ Post Office _____ Town_____

Physical Address _____

Telephone number (w) _____

Business Details

Registered Name of Company _____

Registration Certificate Number _____

VAT Registration number _____

Type of Company:

Sole Proprietor Trading as _____

Private Public Partnership Close Corporation

Postal Address _____ Post Office _____ Town_____

Physical Address _____

Contact Details: Telephone _____ Fax _____

Website _____ email _____

Contact Details of Directors/Members:

Name/Title _____

Contact number _____

ID _____

Name/Title _____

Contact number _____

ID _____

Name/Title _____

Contact number _____

ID _____

Radio Streaming Services

Frequency of the Radio Station _____ Website or link for Radio Station _____

Would you like your Radio Station to be hosted on Iway website? Yes No

Directory Listing

Should information be printed in the directory

Yes No

Tick information to be printed :

Title Name/Company name _____ *Post 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

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Marketing Material

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

If yes, select your preferred methods of communication

E-mail Post SMS Telephone

Credit References

Company name _____ Company name _____

Account Number _____ Account Number _____

Invoice Account

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

Post

Postal Address _____ Post Office _____ Town _____

E-mail

E-mail Address _____

Direct Debit Payment

Bank _____ Branch _____

Account Type Cheque Savings Branch Code

| | | | | | | | | | | | | | | | | | | | |
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Account No.

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Payment undertaking

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

1. Declare that the information provided in this application and copies of attachments are true and correct.
2. (Business) Hereby warrant / agree that I am duly authorized by the applicant to make this application on his / her behalf and that the above information and copies of attachments are true and correct.
3. Understand that the telephone service required will be subject to the "Post and Telecommunications Act, 19 of 1992".
4. Do hereby accept and agree to the terms and conditions of this contract (see back of application form)

5. (Business) Do hereby acknowledge and agree that by my signature here- to I bind myself in accordance with the terms and conditions, as surety and co-principal debtor in solidum with the applicant in favour of Telecom Namibia Limited for the due payment by the applicant of all amounts which may now or at any time hereafter become payable by the applicant to Telecom Namibia Limited.

Signature _____ Date ____ / ____ / ____
Spouse / Legal Guardian Name _____
Surname _____
Signature (Spouse *) / Legal Guardian _____
Date ____ / ____ / ____

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

Terms and conditions

These terms and conditions describe the relationship between you and Telecom Namibia Limited.

By applying and utilizing the services, you agree to all the terms and conditions herein below.

By using this service you understand that you have read, understand and are bound by i) these terms and conditions set out herein below and ii) Telecom Namibia's general terms and conditions

If you do not agree to any of these terms as well as Telecom Namibia's general terms and conditions, please do not use this website.

These terms of use apply to all users.

1. USE OF THE SERVICES

Telecom hereby gives to you permission to utilise its streaming services, subject to the following conditions:

- 1.1 you agree that any own the right to broadcast the audio broadcast line via the streaming service;
- 1.2 you agree that you shall only use the streamline services for lawful purposes;

2. AUDIO BROADCASTING

As a user of the streamline services, you may utilise the service for audio broadcasting via Telecom Namibia's Iway website or your own website

- 2.1 You shall be solely responsible for the broadcasting and the consequence of same. In connection with audio broadcasting, you affirm and represent that, you own or have the necessary licenses, rights, consents and permission to broadcast through the radio streamline service.
- 2.2 In connection with audio broadcasting, you further agree that you will not broadcast material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including confidentiality and publicity rights, unless you are the owner of such rights or have the requisite permission. Notwithstanding the aforementioned, in no event shall Telecom be held liable by a breach by you of the provisions of this clause, and you shall indemnify and keep Telecom indemnified in this regard.
- 2.4 You further agree that you will not, in connection with audio broadcasting, submit material that is contrary to the following guidelines (cited herein below) , which may be updated from time to time, or submit material that is contrary to applicable laws and legislation.
 - Broadcasting that is pornographic or sexually explicit.
 - Broadcasting that depicts sensitive or controversial content such as, but not limited to, underage drinking, smoking, violence, animal abuse, drug abuse, bomb making, or content intending to shock or outrage.
 - Broadcasting that promotes hate speech, which attacks or demeans a group, race, religion, ethnic origin, disability, gender, age or sexual orientation.
 - Broadcasting that invades third party's privacy, promotes intimidation, harassment, predatory behaviour, or which reveals third party's personal information and/or incites others to commit acts of violence.
- 2.5 Notwithstanding anything contained to the contrary, Telecom expressly denies any and all liability in connection with your audio broadcasting. Telecom shall have the right to suspend the services, without any prior notice, if properly notified that such broadcasting infringes on another's intellectual property rights.

3. DISCLAIMER

You agree that your use of the service shall be at your sole risk. To the fullest extent permitted by law, iway, its employees, directors, and agents disclaim all warranties, express or implied, in connection with the service and your use thereof. Telecom makes no warranties or representations about the accuracy or completeness of this service and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our service, (iii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through our website by any third party, and/or (v) any errors or omissions in the transmission or for any loss or damage of any kind incurred as a result of the use of the service. Telecom does not warrant, promote, or assume responsibility for any product or service advertised on the radio streamline service or featured in any other advertising, and telecom shall under no circumstances be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

LIMITATION OF LIABILITY

4. In no event shall telecom, its employees, directors, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of the service, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the service, (iii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the service, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the service, and/or (v) any errors or omissions in any transmission or for any loss or damage of any kind incurred as a result of your use of the service, whether based on warranty, contract, delict, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

INDEMNITY

5. You agree to defend, indemnify and hold harmless Telecom, directors and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access of the service; (ii) your violation of any term of these terms and conditions; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your broadcasting and/or use of the service caused damage and/or loss to a third party. This defence and indemnification obligation will survive the termination of the terms and conditions and your use of the service.