

Application For Talk International

Residential customers only

Existing Customer Account/Telephone no: _____

Application Requirements:

Attach the following documents to this application form:

	Pensioner	Residential	Foreign National
Copy of Identity or Passport document	<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"/>
Copy of Pension card (Pensioner's Only)	<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"/>
Copy of Marriage Certificate*	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
*For marriage in Community of Property			<input type="radio"/>

Residential Details

Title The Hon____ Prof____ Miss____ Mrs____ Mr____ Dr____ Rev____ Other_____

Surname_____ Full name(s)_____

Date of Birth _____ mm-dd-yy 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 _____

Type of service required

New Application Cancellation

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

Please provide Email/Postal address/SMS/ Telephone Number

Application For Talk International

Payment Undertaking

I/We _____, the undersigned,

1. Declare that the information provided in this application and copies of attachments are true and correct.

2. Understand that 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 (see back of application form)

Signature _____ Date _____ mm-dd-yy

Spouse* / Legal Guardian Name _____

Surname _____

Signature (Spouse*) / Legal Guardian _____

Date _____ mm-dd-yy

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

Telecom Namibia Use Only

Key Account Manager

Sales Team

Teleshop

All legal documents attached

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

Terms and Conditions

The provision of Telecom Namibia's Talk International Package is subject to Telecom Namibia's general terms and conditions which can be obtained upon request.

Telecom accepts no liability for any loss or damages to any property or equipment of the customer arising out of the provision of the Talk International Package. The provision of the service is subject to a credit check which shall be done after receipt of an application form. The customer will be informed whether or not application has been approved.

Telecom Namibia's prices are subject to review from time to time and price changes will not affect the current contract, but will be applied to renewal of the contract after expiration of each contract period or service upgrade.

Telecom Namibia will inform the customer in writing one month before these new prices become effective. The package shall allow the applicant the use of the Talk International Package subject to the service terms and conditions listed hereinunder in terms whereof;

Service Terms and Conditions

By using Telecom Namibia Limited's Talk International Package, the applicant agrees that he/she has read, understood the contents hereof and that he/she is bound by the following:

- Telecom Namibia's General terms and conditions (a copy which can be requested by the customer from Telecom Namibia)
- The terms and conditions that is specifically applicable to the Talk International Package, which is set out herein:

An applicant's use of the Talk International Package will be considered an acceptance of the terms and conditions herein including the general terms and conditions of Telecom Namibia and constitutes a valid and binding agreement between an applicant (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:

- "Agreement" shall mean the application form to the services, as well as the terms and conditions referred to above.
- "Application form" shall mean the document in terms of which you apply for the service and provide personal and other information to us.
- "Suspension" means the disconnection, by electronic or other means, of the service, thereby preventing the unauthorized use thereof.
- "Customer" shall mean the applicant to this service.
- "Effective" dates shall mean the date on which the application for the service is approved/fixed line is installed
- "Subscription" charges means the monthly subscription fee paid by you to Telecom Namibia Limited in consideration for your use of the service
- "Telecom" shall mean Telecom Namibia Limited established in terms of sec 2(1)(b) of the Posts and Telecommunications Establishment Act 17 of 1992 with company registration number 92\282
- "Package" shall mean the Talk International Package

2 DURATION AND TERMINATION

This Agreement shall endure from the Effective date and shall remain in force for three months unless the Customer gives one (1) months prior notice of cancellation or Telecom gives 1 (one) months written notice, prior to the termination.

3. Payment

- 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 service becomes effective. This first invoice will include the pro rata 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 immediately succeeding the following month. The Customer undertakes to pay to Telecom the prescribed monthly charges in advance from the date the service is activated, which charge shall be subject to adjustments from time to time. The account rendered by Telecom to the Customer will be accepted as prima facie proof of the amount due to Telecom by the Customer.
- In the event of any interruptions to the service for whatsoever reason, such interruptions will not relieve the Customer from paying any amount overdue and payable under this clause.
- Customer 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 re-establish the service as soon as the Customer pays the outstanding amount.
- 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.
- Telecom cannot set usage limits on the Customer's account and it is expressly recorded herein that the Customer shall be liable for all charges incurred by use of the Service under this Agreement, whether incurred by the Customer or by any other third party using the Customer's account (with or without the Customer's knowledge).
- Telecom shall have the right, without incurring any liability to the Customer for whatsoever reason, to apply a monthly credit limit on the Customer's account. In the event that the Customer does not utilise the service for a particular month(s), the Customer shall be liable for all charges incurred by use of the service under this Agreement.

4 PROVISION AND USE OF THE SERVICE

- Telecom 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 Telecom'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.
- Telecom shall be entitled to vary the technical specifications of the Service from time to time and where necessary.
- The Customer's use of any Content or services not provided by Telecom but accessed through Telecom's network, shall be done at the Customer's own risk. Telecom 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.

- 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. Telecom will not be a party to or in any way be held responsible for any transaction concerning third party goods and services.

5 TELECOM'S OBLIGATIONS

- Make the toll free number 1100 available to the Customer at all times
- Collect the subscription charges from the Customer

6 CUSTOMERS OBLIGATIONS

- The Customer is required to ensure that the handset the Customer intends to use in order to receive the service is compatible to be used within Telecom's network. Notwithstanding the aforementioned, Telecom shall not be liable to the Customer for whatsoever reasons, in the event that the Customer applies for the Service and the handset does not conform to Telecom's specifications. This provision does not apply to handsets purchased from Telecom.
- The Customer shall further ensure that prompt payments are made to Telecom upon receipt of the monthly invoice

7 TELECOM ACCEPTANCE USE POLICY

- The Customer shall ensure that it will only use the Talk International Package for purposes:
 - that is lawful
 - for which it was designed
- The Customer shall ensure that it does not use the Talk International Package, directly or indirectly:
 - in a way that is harmful, obscene, discriminatory, fraudulent or illegal
 - make a call which is offensive, abusive, indecent, defamatory, obscene or menacing, in breach of any rights or privacy or otherwise unlawful
 - constitutes hate speech, incitement to commit criminal acts, an invasion of privacy or infringes copyright or other intellectual property
 - 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
 - otherwise breaches the terms and conditions of this Agreement or Telecom's general terms and conditions
 - in any unlawful manner, in contravention of any legislation, laws, licence or third party rights.
- 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.

8 DISCLAIMER

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

- free of errors or interruptions
- always available and available in all areas of Namibia.
- fit for any purpose
- will conform to the Customer's service level requirements
- always secure and reliable

9 LIMITATION OF LIABILITY

This clause 9 specifically excludes the entire liability of Telecom including liability for negligence and in particular, without limitation, all other expressed implied or statutory liability.

- The Customer subscribes to and uses the Service at its own risk. 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 International Call Plan package, including (without any limitation) any damages suffered by the Customer due to:
 - Any interruption or error in the Talk International Package, or
 - The failure of Telecom due to events beyond its control such as, but not limited to, an act of God, theft of copper wire, 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

10 REMEDIES AVAILABLE TO CUSTOMER

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 roll free number 1100 and/or at the nearest Teleshop.