

New Customer **Residential** **Business**
Existing Customer **Account/Telephone Number:** _____
Pensioner **Pension Card Number:** _____
TN Employee **Account/Telephone Number:** _____

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 (Pensioner's 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 mm___dd___yy___ **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 ante nuptial contract
 Widow Divorced Single
Spouse Name _____ **Contact Number** _____
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 _____
ID _____
Name/Title _____
Contact Number _____
ID _____
Name/Title _____

4. Installation Address

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



5. Types of Service Required

| Packages | Contract duration (Months) | Download Speed (UP to Mbps) | Volume Package (GB per month) |
|-----------------------------------|--|---|--|
| Speedlink Unified (Asymmetric) | 12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/> | 10 <input type="radio"/> 15 <input type="radio"/> | Unlimited |
| Speedlink Lite (Asymmetric) | 12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/> | 10 <input type="radio"/> 15 <input type="radio"/> | Unlimited |
| Speedlink Liteplus (Symmetric) | 12 <input type="radio"/> 24 <input type="radio"/> 36 <input type="radio"/> | 25 <input type="radio"/> 100 <input type="radio"/> 35 <input type="radio"/> 200 <input type="radio"/> 50 <input type="radio"/> 500 <input type="radio"/> Other <input type="radio"/> Specify _____ | Unlimited |
| Customer Premises Equipment (CPE) | Type of CPE (Any additional CPE required) | | Payment Options |
| | Entry level High-end Other Specify _____ | | Cash Installment period 3 months 6 months 12 months |



*Please note section 6, 7, 8, 9 and 10 are not applicable to Speedlink lite and liteplus.

6. Free Fax2Email

Do you have existing Fax2Email Number? Yes No

If Yes, please specify

| | | | | | | | | | | | |
|---|---|---|---|--|--|--|--|--|--|--|--|
| 0 | 8 | 8 | 6 | | | | | | | | |
|---|---|---|---|--|--|--|--|--|--|--|--|

If no, are you interested in a Fax2Email Number? Yes No

If yes, please provide the email address(es) where Fax2Email(s) will be linked to

| | | |
|-------|--|----------|
| Email | | @iway.na |
| Email | | @iway.na |

Attachment type: PDF TIFF

8. Would you like to upgrade the CPE of the selected package to higher CPE?

Entry CPE to High-End CPE Yes

9. Free Web Space

Would you like to have free web space? Yes No

Do you have a domain name/website registered with iWay?

Yes (no migration, customer should provide a new email address)

No (migration can take place)

10. Telephone Set Up

Would you like to convert your existing service to a fixed broadband service? Yes No

If yes, provide the existing telephone numbers which you would like to convert.

| Number of Telephone Numbers | Provide telephone number(s) in case of new | Use of Telephone Number(s) | | | | | | | | |
|-----------------------------|--|----------------------------|----------------|----------------|----------------|------------------------|------------------|------------|------|-----------------|
| | | Analogue Phone | Cordless Phone | ISDN (*) Phone | Fax (Analogue) | Speed Point (Analogue) | PABX/ (Analogue) | PABX/ ISDN | CLIP | Part of Hunting |
| 1 (Main) | - | | | | | | | | | |
| 1 | 0 6 - | | | | | | | | | |

7. Free iWay E-mail Address

Do you have an iWay Email address? Yes No

If yes, would you like to keep your existing iWay Email address(es)?

Yes No

If yes, please specify your Email address (es)

| | | |
|----------------|--|----------|
| Email option 1 | | @iway.na |
| Email option 2 | | @iway.na |

If no, are you interested in 1 (Home Package) or 2 (Business Package) free Email addresses(es)? Yes No

If yes, choose your preferred username(s). Recommended are 3 to 14 characters out of a-z, A-Z, 0-9, -, _, ., +). The "." can't be used as the first letter

| | | |
|-------------------|--|----------|
| Email option 1 | | @iway.na |
| Email option 2 | | @iway.na |
| Password option 1 | | @iway.na |
| Password option 2 | | @iway.na |

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 unauthorised 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 lite plus offer shall mean high speed unlimited internet access only without voice, value added service and CPE.
 - 1.4.4 and 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 92\282 and as amended by the Communications Act 8 of 2009.

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 the following initial subscription periods as per the application form on the effective date and shall remain in force for the duration of the Initial Period, where after it shall automatically renew for the exact duration of the Subscriber Period unless the Customer gives 30 days before the expiry of the Subscriber Period or Telecom gives 6 (six) months written notice.
- 2.3 If the Customer terminates the Agreement at any time before the end of the 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 such 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 it shall not be liable for the payment of any termination fee. The Agreement effective date for the agreement 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.
- 2.5 The upgraded services will be billed from the day these services become effective.

3. Price and Payment

- 3.1 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 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 account 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. Notwithstanding the aforementioned, the Customer shall in addition be liable for a termination fee equal to the remaining months subscription of the subscription period.
- 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, such focus 1.4.1 and 7.12, 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 Customers shall choose the domicilium citandi et executandi the address 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.
- 4.2 Shall provide to the Customer the internet connectivity for the applicable broadband service selected by the Customer in the application form.
- 4.3 Make the toll-free Telecom customer centre available to the Customer at all times.
- 4.4 Collect the subscription charges from the Customer.

5. Customers obligations

5.1 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 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.
 - 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, 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 Broadband services.
 - 6.2.5 Transmits unsolicited bulk messages (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.
 - 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 delivery and/or installation of the equipment 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 its 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 original obligations under this Agreement by paying the full selling price of the Equipment.
- 7.2 The Customer shall ensure that they have the requisite insurance to cover at his or her own cost.
- 7.3 Customer may purchase lighting protection from Telecom at additional charges, however, should the customer suffer loss, Telecom Namibia shall not be liable to the customer for any losses.
- 7.4 In the event that the 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.
- 7.5 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.
- 7.7 This is the Customer's responsibility that they have the requisite insurance to cover such Equipment at its own premises and at its cost.
- 7.8 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.
- 7.9 The Broadband modems include 12 month carry-in guarantee.
- 7.10 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.
- 7.11 In the event that the Customer purchased their own modem and not supplied by Telecom, Telecom's technician will not be requested to attend to any configurations on such a modem including voice service provisioning.
- 7.12 Speedlink lite and Speedlink lite plus does not include CPE, but the applicant may purchase the CPE on cash or installment option.

8. Disclaimers

- It is an express condition of this Agreement that Telecom does not warrant or guarantee that the Service is:
- 8.1 Free of errors or interruptions.
 - 8.2 Are 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 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 Customers subscribe 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 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 unauthorised 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

- 10.1 The Customer shall not cede, 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 et executandi as follows:
 - 11.1.1 Telecom Namibia limited, JP Karuahi Street, P.O. Box 297, Windhoek.
 - 11.1.2 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 of 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 11000, WhatsApp number +286852111111 and/or at the nearest Teleshop.