

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	☐	☐	☐	☐
Copy of Deed of Sale/ Rental Agreement	☐	☐	☐	☐
Proof of Income/ Financial Statements		☐	☐	☐
Copy of Business/ Company Registration Certificate			☐	
Copy of Pension Card (Pensioner's Only)	☐			
Security Deposit (when applicable)	☐	☐	☐	☐
Security Deposit (fixed)				☐
Copy of Marriage Certificate*	☐	☐		☐
Declaration for Joint and Several Liability Form (Business Customers)			☐	☐

*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) _____

4. Installation Address

Street Name and House Number: _____
 Flat/ Floor/ Room Number: _____ Building Name _____
 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 _____
 ID _____
 Name/Title _____
 Contact Number _____
 ID _____
 Name/Title _____

5. Types of Service Required

Packages	Contract duration (Months)	Download Speed (UP to Mbps)	Volume Package (GB per month)
Speedlink Unified (Asymmetric)	12 ☐ 24 ☐ 36 ☐	10 ☐ 15 ☐	Unlimited
Speedlink Lite (Asymmetric)	12 ☐ 24 ☐ 36 ☐	10 ☐ 15 ☐	Unlimited
Speedlink Liteplus (Symmetric)	12 ☐ 24 ☐ 36 ☐	25 ☐ 100 ☐ 35 ☐ 200 ☐ 50 ☐ 500 ☐ Other ☐ 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

6. Free Fax2Email

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

9. Free Web Space

No ☐ (migration can take place)

10. Telephone Set Up

[illegible]

Signature _____ Date ____/____/____

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 921282 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.
- 2.6 Upon termination of the service, geographic transfer of the service, or migration to a different service technology, the Customer shall promptly return all CPE owned by Telecom Namibia, including but not limited to antennae, poles, brackets, power supplies, optical network terminals, and routers. Alternatively, the Customer shall grant Telecom Namibia's authorised technicians safe and unobstructed access to the premises to recover such equipment prior to completion of the termination, transfer, or migration process. If the Customer fails to return the CPE or to provide access within fourteen (14) days of a written request, or if Telecom Namibia is unable to gain access to the premises to recover the equipment, Telecom Namibia reserves the right to:
 - 2.6.1 charge the Customer's account for the full replacement cost of the unreturned CPE; and/or
 - 2.6.2 institute legal or debt recovery proceedings, the costs of which, including legal fees on an attorney-and-own-client scale, shall be borne in full by the Customer.

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.
- 6.3.4 Upon service termination, geographic service transfer, or service technology migration, the Subscriber shall immediately return all Customer Premises Equipment (CPE) (including but not limited to Antennae, Poles, Brackets, Power Supplies, Optical Network Terminals, and Routers) owned by Telecom Namibia. Alternatively, the Subscriber must grant Telecom Namibia's authorised technicians safe and unimpeded access to the premises during reasonable hours to recover the equipment, before the service termination, geographic service transfer, or service technology migration process is completed. If the Subscriber fails to return the equipment or denies access within 14 days of a written request, or Telecom Namibia is unable to get access to the premises to do the recovery, Telecom Namibia reserves the right to:
 - (a) Automatically bill the Subscriber's account for the full replacement cost of the unreturned CPE; and/or
 - (b) Initiate legal recovery or debt collection proceedings, the costs of which (including legal fees on an attorney-and-own-client scale) shall be fully borne by the Subscriber.

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 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.
- 7.3 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.
- 7.4 It is the Customers responsibility to ensure that they inspect all Equipment upon delivery and endorse the delivery note in the event of any missing or damaged Equipment.
- 7.5 This is the Customer's responsibility that they have the requisite insurance to cover such Equipment at its own premises and at its cost.
- 7.6 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.
- 7.7 The Broadband modems include 12 month carry-in guarantee.
- 7.8 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.
- 7.9 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.
- 7.10 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 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.

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 Customers 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 Karuaihe 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.

13. Expiry of Monthly Inclusive Allocations (No Rollover)

13.1 All voice minutes, SMS, data bundles, or other usage allowances included as part of a Post-Paid Service Plan ("Monthly Allocation") are provided on a monthly billing cycle basis and are valid only for the applicable billing period.

13.2 Unless expressly stated otherwise in the applicable Service Plan or in writing by Telecom Namibia, any unused portion of the Monthly Allocation shall automatically expire at 23:59 on the last day of the relevant billing cycle and shall not roll over, accumulate, or carry forward to any subsequent billing period.

13.3 The Monthly Allocation forms part of the Service Plan's bundled offering and pricing structure and does not constitute a separately purchased or transferable credit.

The Customer acknowledges that the pricing of the Service Plan is determined on the basis that Monthly Allocations are time-limited to the billing cycle in which they are issued.

13.4 The Customer shall not be entitled to any refund, credit, or compensation in respect of any unused Monthly Allocation upon expiry.

13.5 Telecom Namibia may, at its sole discretion and subject to applicable law or regulatory order, introduce promotional rollover or extension mechanisms from time to time. Any such mechanism shall be governed strictly by its stated terms and shall not create an ongoing entitlement to rollover.

14. Debit Authority and Recovery Mandate

14.1 By signing the Application Form and accepting these Terms and Conditions, the Subscriber irrevocably authorises and instructs Telecom Namibia to debit the bank account nominated by the Subscriber for:

14.1.1 all Charges due and payable in terms of this Agreement;

14.1.2 any arrear amounts outstanding;

14.1.3 early termination, downgrade, or cancellation fees;

14.1.4 interest lawfully accruing on overdue amounts; and

14.1.5 reasonable, necessary, and lawful costs incurred in the recovery of amounts arising from breach of this Agreement.

14.2 The Subscriber acknowledges and agrees that Telecom Namibia may cede, assign, transfer, or delegate its rights, title, and interest in and to any outstanding debt to a duly appointed legal practitioner, debt collection agent, or registered collection agency for purposes of recovery.

14.3 The Subscriber expressly authorises any such duly appointed legal practitioner or debt collection agent, acting on the written instruction of Telecom Namibia, to invoke and utilise the debit mandate granted under these terms and conditions strictly for the purpose of recovering amounts lawfully due and payable under this Agreement.

14.4 The Subscriber warrants that:

14.4.1 the nominated bank account is held in the Subscriber's name; or

14.4.2 where the account is held by a third party, the Subscriber has obtained valid and lawful written authority from the account holder and indemnifies Telecom Namibia against any claim arising from the use of such mandate.

14.5 This debit authority shall remain in force for the duration of this Agreement and shall survive termination, cancellation, suspension, or expiry thereof until all amounts owing to Telecom Namibia have been paid in full.

14.6 Telecom Namibia and its duly appointed agents shall exercise this authority in accordance with applicable law, banking rules, and regulatory requirements. The failure or rejection of any debit shall not constitute a waiver of Telecom Namibia's rights, and Telecom Namibia reserves the right to pursue any other lawful recovery process available to it.

15. Consent to Credit Checks

15.1 By signing the Application Form and accepting these Terms and Conditions, the Subscriber provides express consent for Telecom Namibia to conduct credit inquiries and investigations with any registered credit bureau or third-party information provider.

15.2 This consent includes, but is not limited to, the right to:

15.2.1 Verify the Subscriber's credit history, financial standing, and payment behaviour.

15.2.2 Share information regarding the Subscriber's account performance and payment history with credit bureaus.

15.2.3 Use the results of such credit checks to determine the Subscriber's eligibility for services, credit limits, or required deposits.

16. Termination in the Public Interest and Consequences

16.1 Notwithstanding any other provision of this Agreement, Telecom Namibia may terminate this Agreement in whole or in part upon fourteen (14) days' written notice to the Subscriber where Telecom Namibia reasonably determines that:

16.1.1 the Subscriber's conduct is unlawful;

16.1.2 the Service is being used for fraudulent, criminal, abusive or improper purposes; or

16.1.3 continued provision of the Service would materially prejudice Telecom Namibia, its network, other subscribers, or the public interest.

16.2 Telecom Namibia may suspend the Service immediately pending termination where necessary to protect its network, comply with law, or prevent harm.

16.3. Upon termination under this clause:

16.3.1 the Service shall cease;

16.3.2 all outstanding amounts, including accrued Charges, shall immediately become due and payable;

16.3.3 where termination occurs during a Minimum Term due to the Subscriber's conduct contemplated above, the Subscriber shall remain liable for an early termination fee calculated on a pro-rata basis for the remainder of the Minimum Term, subject to deduction of costs saved by Telecom Namibia;

16.3.4 the Subscriber shall immediately return any Mobile Product owned by Telecom Namibia,

failing which Telecom Namibia may recover possession at the Subscriber's cost;

16.3.5 the debit authority granted in these terms and conditions shall remain valid and enforceable until all amounts owing have been settled in full.

16.3.6 Termination shall not affect any rights, remedies, or liabilities that accrued prior to the date of termination, all of which shall survive termination.

16.3.7 Telecom Namibia shall not be liable for any indirect or consequential loss arising from termination effected in accordance with this clause.

17. Promotional Notifications

17.1 By entering into this Agreement, the Subscriber acknowledges that receipt of Telecom Namibia's own promotional communications, including service updates and product offers, is a material term of this Agreement. Such communications are deemed necessary for the performance of the Agreement and the enhancement of the Subscriber's experience; therefore, consent is granted at the point of subscription as a condition of service."

17.2 The Subscriber shall be provided the option to give upfront, explicit consent to receive non-emergency notifications from third parties in accordance with relevant Data Protection laws.

17.3 Notwithstanding any other provision, Telecom Namibia reserves the right to transmit emergency alerts and public safety messages to all Subscribers without prior consent. Such transmissions are processed on the legal basis of protecting vital interests and ensuring public safety, as recognised under national security frameworks.

18. Dispute Resolution and Adjudication

18.1 Should any dispute arise regarding the Services, the Subscriber must first attempt to resolve the matter directly with Telecom Namibia by lodging a formal complaint through the designated customer service channels.

18.2 Telecom Namibia shall have fourteen (14) days from the date the complaint is formally registered to investigate and provide a resolution to the Subscriber.

18.3 If the dispute is not resolved to the Subscriber's satisfaction within the fourteen (14) day period, or if Telecom Namibia fails to respond, the Subscriber is entitled to refer the dispute to the Communications Regulatory Authority of Namibia (CRAN) for adjudication.

18.4 Any referral to CRAN must be made in accordance with the prescribed CRAN Consumer Complaints Procedures, which may include:

18.4.1 Submitting the complaint on the official CRAN Form A.

18.4.2 Providing a concise statement of facts and the specific solution required.

18.4.3 Attaching all relevant evidence and correspondence between the Subscriber and Telecom Namibia.

18.5 Notwithstanding the existence of a dispute, both parties shall continue to perform their respective obligations under this Agreement, unless the nature of the dispute makes such performance impossible.

18.6 This clause does not prevent either party from seeking urgent interim relief from a court of competent jurisdiction where necessary to protect its rights.