



Application for Speedlink Prepaid

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"/>
Copy of Business/ Company Registration Certificate			<input type="radio"/>	<input type="radio"/>
Copy of Pension Card (Pensioner's Only)	<input type="radio"/>			

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 _____

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 _____
Email Address _____

4. Installation Address

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

5. Types of Service Required

Packages	Contract duration (Months)	Download Speed (UP to Mbps)	Volume Package (GB per month)
Speedlink PrePaid	12 <input type="radio"/>	10 <input type="radio"/> 35 <input type="radio"/> 15 <input type="radio"/> 50 <input type="radio"/> 25 <input type="radio"/> 100 <input type="radio"/> Other <input type="radio"/> Specify _____	Unlimited

6. 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 Communications Act, 8 of 2009".
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 INITIALIZE EACH PAGE OF THIS APPLICATION FORM BEFORE SUBMITTING IT.

7. Telecom Namibia Use Only

Key Account Manager/ Account Manager ☐

Teleshop ☐

Checked Customer History Records ☐

ITC approved ☐

Security Deposit Collected ☐

All legal documents attached ☐

Signature Supervisor/ Manager _____

Date ____ / ____ / ____

Contact number _____

Service Order number _____

Agent's Name _____

Signature _____ Date ____ / ____ / ____

8. 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 Broadband service shall mean the following, but not limited to:
 - 1.3.1 Speedlink prepaid offer shall mean unlimited internet access only and any other Broadband Services that will be made available to Telecom customers from time to time.
- 1.4 Customer shall mean the applicant for the Service.
- 1.5 Customer Premises Equipment (CPE) means the hardware which is required to access the service.
- 1.6 Effective date shall mean the date on which the application for the service is approved.
- 1.7 Initial period shall mean the subscription period which will commence on the effective date.
- 1.8 Subscription charges shall mean the once-off subscription paid by you to Telecom Namibia Limited in consideration for your use of the service.
- 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 and as amended by the Communications Act 8 of 2009.

2. Duration and Termination

- 2.1 The service shall endure and remain in force for the period or any other subscription period as indicated on the application form; after expiry, the contract shall terminate automatically unless the customer informs Telecom Namibia with a notice to renew at least 30 days before termination date.
- 2.2 If the customer for whatsoever reason terminates the service any time before the end of the initial period, Telecom shall not refund the customer any amount paid in terms of clause 3.1.

3. Price and Payment

- 3.1 The Customer undertakes to pay to Telecom in advance before service activation, the prescribed once-off fee in respect of installation, rental, and usage (Contract Price).
- 3.2 The CPE price is not included in the prescribed once-off fee and shall be paid by the customer separately. The invoice issued by Telecom to the Customer shall be prima facie proof of the amount due to Telecom by the Customer for services.
- 3.3 In the event of any interruptions to the service for whatsoever reason, such interruption will not relieve the customer's obligations under this agreement.
- 3.4 In case any refund is due to the customer, his account will be credited, and no cash will be paid to the customer.
- 3.5 Telecom subscription rates are subject to change from time to time at Telecom's discretion. In the event of a change in subscription, Telecom customers will be notified through the various communication media.
- 3.6 Upgrades within the Speedlink prepaid range will be allowed, however the customer will be required to pay the difference in the prepaid period.
- 3.7 Customers will not be allowed to downgrade his/her package.
- 3.8 Should the Customer change location, e.g. moving from one premises to another and Telecom has no existing infrastructure at the new premises to enable the provision of service at the new premises, the customer shall be liable for any charges in respect of the move and will be expected to pay such in advance.
- 3.9 In the event that the infrastructure is not available at the new premises where the Customer has relocated, the Customer shall continue to be liable under the provisions of the Agreement. Notwithstanding the aforementioned in the event the Agreement is terminated because of relocation, the provisions of clause 2.2 above shall apply.
- 3.10 The Customer shall remain liable for all charges in respect of the service at the old premises until the Customer informs Telecom in writing and terminates with Telecom the services at the old location.
- 3.11 The Speedlink prepaid once-off price shall be applicable for any period equal to 12 months.

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 the delivery and/or installation of the Equipment, all risk and responsibility in connection with the Equipment shall pass to the Customer.
- 7.2 Telecom shall not be responsible to replace and/or repair the Equipment in the event of any damages such as destruction to the Equipment whether by Customer's negligence, force majeure or otherwise. 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. The Customer shall ensure that it has the requisite insurance to cover at his/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 The Broadband modems include a 12-month carry-in guarantee. The guarantee will only be honoured by Telecom Namibia provided that the modem and all its accessories are returned in good order.
- 7.5 Telecom reserves the right to levy periodic maintenance charges in respect of any call-out made by a technician and where such a fault is caused by either the customer and/or computer equipment connected to the Telecom network. The customer will be expected to pay this amount in advance before any work commences.
- 7.6 In the event that a Customer purchases their own modem elsewhere and not from Telecom, a Telecom Technician will not be required to attend to any configurations on such a modem.

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 always be available or available in all areas of Namibia.
- 8.3 is fit for any purpose.
- 8.4 in conformity to the Customer's service level requirements.
- 8.5 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 stability 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 Karuaithe 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.