

## DATE OF APPLICATION

**CUSTOMER/ CLIENT INFORMATION** 

## New Business Subscriber Agreement Page 1/4

CITY

**BUSINESS NAME CUSTOMER NAME** SALUTATION: MRS DR PROF MR MS (SELECT APPLICABLE) QUOTE ON ALL CORRESPONDENCE **ISSUED BY AND PAYABLE TO DELIVER TO** TAX INVOICE NUMBER ACCOUNT NUMBER PHONE **FULL NAMES** CONTACT PERSON PHONE EMAIL (FOR INVOICES/ALERTS) **INSTALLATION ADDRESS 1 INSTALLATION ADDRESS 2 INSTALLATION ADDRESS 3 INTERNET PACKAGES** CONTRACT DURATION 12 MONTHS 24 MONTHS 36 MONTHS The initial period of Principle Contract is irrevocable and stands valid and payable irrespective of the usage until end of the contract. Monthly subscription payable in advance failing which the system will disconnect your line automatically. Disconnected line will be reconnected only after receipt of subscription in full. Non-receipt of payment consecutively for two months warrants collection of equipment from the customer without any prior notice. FIBER FOR BUSINESS PACKAGES BIZ LITE 10.5MBPS @ P990 BIZ POWER 15.5MBPS @ P1290 BIZ ESTEEM 20.5MBPS @ P1600 **CUSTOM FIBER PACKAGES. PLEASE** FILL BELOW THE BANDWIDTH YOU HAVE BEEN QUOTED Standard installation charge of P950+VAT applicable for all new connections includes 20 meters of cable, if more cable is required, it is chargeable at P10/m. Downgrade from a higher to lower package only applicable after 1 year of use. WIFI CPE STANDARD ROUTER (LOAN) **DUAL BAND ROUTER (POR)** ROUTER NOT REQUIRED Please note that the provided wifi router will only adequately cover a standard 2 bed roomed home. For extra wifi requirements please contact our agents for a site survey and quote on required wifi access points.



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VALUE ADDED SERVICES (OPTIONAL) WOULD YOU LIKE A FREE E-MAIL ID? YES NO name@ncbw.co. bw **DOMAIN REQUIRED?** YES NO If yes, please fill the form below under Domain Hosting/Transfer **HOSTING SERVICES** YES NO If you selected web and mail hosting, please fill both the forms WEB ONLY WEB & MAIL below, under Domain Hosting and Web Hosting as Web hosting MAIL ONLY also requires domain hosting. **REQUIRE A PUBLIC IP?** /30 /29 /28 /27 ALL AT P30/MONTH (2 PUBLIC IPs) (6 PUBLIC IPs) (14 PUBLIC IPs) (30 PUBLIC IPs) SELECT REQUIRED

DOMAIN HOSTING/TRANSFER FORM

## SPECIFY NEW DOMAIN NAMES IN THE BELOW BOX IN BLOCK LETTERS

SPECIFY TRANSFER DOMAIN NAMES IN THE BELOW BOX IN BLOCK LETTERS

SPECIFY EMAIL ID'S REQUIRED IN THE BOX BELOW VERY CLEARLY IN BLOCK LETTERS

P504\*/year inclusive of VAT. Available domains .co.bw, .com (on request only). For each domain we give 5 Email Boxes with 2GB space for Free. NOTE: We do not hold responsibility of any sort of malicious software activity damage i.e (Ransomware hit). Also, we suggest that client should take regular backups since we d0 not do any backups.
\* Minimumm turn around time is 5 working days from the date of the application.

### **WEB HOSTING**

### WEBSITE NAME/S

FREE BSD

### WEBHOSTING OS

WINDOWS HOSTING

Please note that the provided wifi router will only adequately cover a standard 2 bed roomed home. For extra wifi requirements please contact our agents for a site survey and quote on required wifi access points.

USAGE INFORMATION				
WEB SPACE BANDWIDTH MYSQL DATABASES	UNLIMITED MB UNLIMITED MB UNLIMITED	EMAIL ACCOUNTS SUB-DOMAINS FTP ACCOUNTS	LIMITED/10GB EACH UNLIMITED UNLIMITED	
WEBHOSTING LITE (MAX 15 EMAIL BOXES)		@P1560 P/A		
WEBHOSTING POWER (MAX 30 EMAIL BOXES)		@P2560 P/A		
WEBHOSTING ESTEEM (MAX 50 EMAIL BOXES)		@P3560 P/A		
WEBHOSTING EXTREME (MAX 75 EMAIL BOXES)		@P4560 P/A		
WEBHOSTING BLAZE (MAX 100 EMAIL BOXES)		@P5560 P/A		

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## TIPS FOR VIEWING AND USING FILLABLE PDFS

Save the form to your computer before completing it.

We suggest that you first download the PDF form to your computer or network drive, and then open it with Adobe Reader and fill it. To open and complete the PDF application forms, you will need Adobe Reader (the latest version is recommended). If you do not have it installed on your computer, you may download it free of charge at http:// get.adobe.com/reader/other versions.

## CHROME USERS: DON'T USE CHROME PDF VIEWER

For Chrome browser users: DO NOT use the Chrome PDF viewer program to fill in the PDF form. Adobe Reader is the only program that will allow you to work with the form properly. If you do not already have Adobe Reader, please use the link above to install it to your machine. Otherwise, after filling the form, you can click on the Print option and Save as pdf to save the copy as pdf on your machine after which you can send it to your recipient.

## **INTERNET EXPLORER 11 USERS**

After filling the form, users can save the form by clicking on the print option and Save as pdf to save the copy as pdf on your machine after which you can send it to your recipient.

## MAC USERS: DON'T USE PREVIEW

For Macintosh system users: DO NOT use the Preview program to fill in the PDF form. Adobe Reader is the only program that will allow you to work with the form properly, and allow us to read the results once back on a Windows machine.

If you do not already have Adobe Reader, please use the link above to install it to your machine.

### Completing editable forms

Fill out the form and save it using Adobe Acrobat Reader: Use the Adobe Acrobat Reader to open the empty PDF form that you saved on your own computer or network drive.

Click on **"FILL & SIGN**" tool from the tool bar on the right to fill and sign with your typed signature or initials or draw your signa ture with your mouse.

### Complete the form

On the Reader menu, go to File > Save As.

### Choose the PDF format

You should then be prompted to choose a location to save the file. Select the location on your own computer or network drive and click **Save** 

## TERMS AND CONDITIONS FOR SUPPLY OF INTERNET/DATA LINKS

Definition- "NConnect denotes Primetel (Pty) Ltd"

### **1. CURRENT CONTRACT**

NCONNECT agrees to provide the Customer with the services, equipment and/or license the software indicated in the Subscriber Agreement as accepted by NCONNECT or as otherwise incorporated into this Contract in writing. This Contract between NCONNECT and the Customer comprises Subscriber Agreement duly signed by THE CUSTOMER. NCONNECT charges scheduled/appropriate fees accepted by THE CUSTOMER AS This Contract/ Subscriber Agreement sets out NCONNECT's entire contract with the Customer and supersedes any prior agreements, representations or understandings concerning its subjectmatter.

The telecommunication and maintenance services provided under this Contract are set out in NCONNECT's Service Description as amend from time to time: the term "Current Contract" means the Contract as defined in paragraph 1 of this topic. The singular includes the plural except where specifically indicated to the contrary.

### 2. MINIMUM PERIOD OF SERVICE OR SUBSCRIPTION PERIOD

The minimum period of service is the period the customer has selected on the subscriber agreement 'Subscription Period' from which starts on the date on which the service is first deemed to have been made available to the Customer, as indicated in the paragraph below. Charges will be levied and become payable immediately that connectivity has been established with the NCONNECT's network.

## 3. PAYMENT OF CHARGES

The customer agrees to pay NCONNECT's charges for the rental equipment, services and/ or software provided under this Contract. NCONNECT's charges are set out in the Subscriber Agreement. NCONNECT's periodic charges are payable in advance (prepaid) unless prior arrangement are made and approved in writing with NConnect Directors. The charges are payable within 5 days of issue of relevant invoice. Billing cycle runs on a month to month basis. Failure to pay within 5 days of invoice will result in immediate suspension of services.

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NCONNECT's charges are exclusive of VAT at the rate of 14% and are subject to change at government discretion.

### 4. PAYMENT METHOD

Payment is strictly done by Online payment, debit order, cash or electronic fund transfer.

### 5. REGULATORY MATTERS

The Customer agrees; Not to attach anything to NCONNECT's equipment unless it is approved for the purpose under the relevant telecommunications legislation or pursuant to any requirement of any governmental or regulatory authority; and to observe the terms of any telecommunications legislation or license or any requirement of any governmental or regulatory authority applicable to the Customer in any country where any telecommunications service is providing to the customer. That the service is provided for/ through our partners whom are licensed network operators in Botswana.

### 6. MISUSE

The Customer shall not use any telecommunication service provided by NCONNECT to send any communication which is illegal.

Unless otherwise agreed by NCONNECT in writing, the Customer shall use the services solely for its own internal purposes, shall not use the services for or on behalf of any other person/ company and shall not supply the service to any other person/company or permit any other person/company to have access to the service.

The customer acknowledges and agrees that NCONNECT monitors the network and use of the Service and/or the NCONNECT network but not any content thereof, and that NCONNECT trusts the Agreement, hence the Customer Agrees to indemnity and keep NCONNECT indemnified from any claim howsoever arising, brought by a third party resulting from the Customer's use of the NCONNECT

network and/or the NCONNECT line and/or the service, including but not limited to infringement of any intellectual property right of any kind, legislation or regulation.

The Customer may use the NCONNECT network and/or the Service to link other networks worldwide and the Customer agrees to conform to the acceptable use policies of such networks. In addition, the Customer undertakes to conform to the Internet Standards as defined above.

If communications by the Customer do not conform to these standards, or if the Customer makes profligate to use of NCONNECT network and/or the service to the detriment of NCONNECT or other NCONNECT Customers. NCONNECT reserves the right to restrict the passage of the Customer

communications until the Customer gives NCONNECT an acceptable undertaking as to use.

The Customer must ensure that any systems connected to the NCONNECT Network are protected with a suitable firewall and Anti-virus Package (with automated updates). Any Mail Server connected to the Network must be secure from spammers and may not be used as an open relay for spam directly or indirectly. NCONNECT will be obliged to disable an IP address from which spam is reported.

### 7. TERMINATION

The Customer may terminate the Contract by giving 60 days written notice in advance to NCONNECT.

NCONNECT may terminate the Contract by notice of; The Customer is in breach of any of the terms of this Contract and has failed to remedy the breach within fourteen (14) days of written notice by NCONNECT; or A receiver or liquidator is appointed in relation to the Customer or an application for the sequestration or the winding up of the Customer is made or any warrant of execution is issued against the Customer.

In this case NCONNECT may terminate the Contract with immediate effect. NCONNECT may terminate the Contract for breach, AS MENTIONED BEFORE even during the minimum period of service, and the Customer shall pay NCONNECT the balance of any charges payable for the remainder of that period together with other amounts owing for any work rendered prior to termination.

## 8. CHARGES

NCONNECT may vary its charges on thirty (30) days notice in writing to the Customer after a minimum period 3 months.

### 9. CREDIT CONTROL

NCONNECT may, at its discretion, terminate services if the Customer fails to make payment for NCONNECTs periodic charges, by the due date as specified on the billing schedule.

## RECONNECTION FEE OF 100 BWP APPLIES TO ALL CONNECTION DISCONNECTED DUE TO LA TE PAYMENTS/NON-PAYMENTS UNLESS ARRANGED PREVIOUSLY.

10. RESPONSIBILITY FOR NCONNECT EQUIPMENT ON CUSTOMER'S PREMISES The Customer is responsible for the safe keeping of all NCONNECT owned equipment on the premises to which any service is provided under this Contract. The Customer must provide the appropriate environment for such equipment, complying with NCONNECTs recommendations.

NCONNECT requests all users to switch of router and radio during all lighting storm which may occur with/without rain. Failure to do so may result in damage of equipment for which the customer is liable and will incur all cost for replacement of the equipment even on cancellation of services.

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The Customer will pay NCONNECT its standard charges for repairing or replacing any such equipment which is lost, destroyed or damaged including but not limited to lighting damage, power surges, etc; except by fair wear and tear or by NCONNECTs negligence.

The Customer undertakes not to interfere with the equipment in any way or permit anyone else to interfere with it, unless authorized by NCONNECT. All externally and internally mounted radio equipment and POE equipment remains the property of NCONNECT Services, and will be removed by NCONNECT on termination ofInternet services. The customer will not allow any other party to have access to NCONNECT's equipment, neither will customer attempt to make any changes to the radio configuration for any reason.

NCONNECT may withdraw any service provided under this Contract during or after the minimum period, on not less than 60 (sixty) days notice in writing to the Customer. However in the event that any approval in respect of any service provided under this Contract Is not granted or is suspended or withdrawn by the local telecommunications authority, whether during or after the minimum period.

NCONNECT may at its option, with draw or discontinue forthwith any such service provided. In all such events, the Customer shall have no claim whatsoever against NCONNECT.

### 11. PENALTIES

No penalty shall be incurred for downtime as a result of; Failure ofLicensed ISP supplied service or equipment Failures caused by Customer Downtime as a result of force majeure including without limitation, flood, storm, fire and any other circumstances beyond the reasonable control of NCONNECT.

### 12. CONSENTS AND ACCESS TO PROPERTY

The Customer is required to obtain all necessary consents tor the installation and use of any equipment which is to be installed under this Contract other than on NCONNECT premises.

The Customer will allow NCONNECT reasonable access to the Customer's premises (and any other premises to which assess is necessary) for the purposes of this Contract.

NCONNECT will observe any reasonable site rules of the Customer previously notified to NCONNECT in writing.

The Customer will provide NCONNECT with suitable quality electricity, required to install, test or maintain the services provided under this Contract. The Customer will provide NCONNECT staff with a suitable and safe working environment while on premises (other than NCONNECT premises) on which equipment or services are being installed under this Contract. NCONNECT shall have no liability for any loss or damage suffered by the Customer as a result of the non -availability or failure of any Licensed ISP or any duty authorized public telecommunications operator, except where such non-availability or failure is caused by act or omission on the part of NCONNECT.

### 13. LIMITATION OF LIABILITY

Neither party is liable in contract, depict or otherwise (including liability for negligence) for loss, whether direct or indirect, of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatever. Each paragraph of this contract operates separately in itself survives independently in others.

NCONNECT shall not be responsible or liable for any damage/loss caused by In temet equipment installed in/on your property. Technical team shall install at the discretion of the applicant therefore NCONNECT team will only install

at the client's advice. The client should be present at the time of installation and be aware and approve all work done by our technical team. We suggest that client must have insurance covered.

### 14. JURISDICTION CLAUSE

This Contract is subject to the laws of Botswana.

#### 15. DISPUTE RESOLUTION

Any dispute arising under this con tract will be settled amicably between the parties, failing which the parties shall submit the dispute to the law society of Botswana Arbitration.

### 16. TIME

NCONNECT will use reasonable endeavors to meet any

date agreed with the Customer for the provision of any service or the supply of any equipment or software to the Customer, but NCONNECT is not liable for any failure to meet the agreed date.

### 17. NOTICES

All notices required to be given under this Contract will be deemed to have been properly served if sent by pre -paid registered post or delivered to NCONNECTs or the Customer's principal place of business or to any address given in the Subscriber Agreement, or to any other address either party has given to the other for the purpose from time to time.

### 18. VARIATION OF TERMS

If NCONNECT varies the terms of this contract due to NCONNECTs own suppliers varying their Terms and Conditions, the customer may, within 14 (Fourteen) days of receipt of such notice, terminate the contract on 60 (sixty) days written notice and variation to the contract will not apply during the notice period.

PRIMETEL T/A NCONNECT Plot 1266 Luthuli Road, Nashua House, Gaborone 24/7

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### 19. DECLARATION BY SUBSCRIBER

By signing this agreement I agree and acknowledge that, The personal details provided by me are correct and may be verified by NCONNECT.

I was given an opportunity to read the agreement NCONNECT is specifically authorized to contact any person or to access any information available, including at which rates to my financial status, my credit record and payment history in order to assess this application and to confirm the personal detail supplied by me and further to register details of my conduct in respect of my account with any credit breau or any third party.

### 20. INDEMNITY

The Customer indemnifies NCONNECT against any claims or legal proceedings arising from its use of any telecommunication service provided under this Contract brought against NCONNECT by any other person.

### 21. FAIR USAGE POLICY

The Customer agrees to comply by NCONNECT's fair usage policy i.e. clients are allowed full uncapped usage of bandwidth limited to that by international standards beyond which NCONNECT has the right to throttle the bandwidth. NCONNECT also strongly discourages the use of torrents, PTP traffic and any illegal content. Upon request from authorities such as police, DIS, etc. about such usage, NCONNECT is obligated to hand over log fdes under Botswana law.

### 22. CONFIDENTIALITY

Both parties must keep in confidence and must not disclose any information of the other party

which is designated confidential or which is by its nature confidential. This obligation does not apply to information which; Is in the public domain or comes into it other than by breach of this Contract; Is rightfully obtained from other parties without restriction: or can be shown to have been already known to one party or independently developed by it.

### 23. DURATION

The client agrees to all the terms and conditions, charges and fees for the duration (12 or 24 months) selected by THE CLIENT on the subscriber agreement. If client does not provide notice or any form of information indicating termination or renewal before the end of existing contract.

The Contract will automatically be renewed for another term.

## 24. FORCE MAJEURE

Neither party is responsible for any failure to perform its obligations under this Contract for reasons beyond its reasonable control.

### 25. LINE SPEED QUALTIY

NCONNECT guarantees 60% of your purchase line speed.



By checking the box, you agree that you have read and accept the TERMS AND CONDITIONS and this will be considered as your electronic signature.

## FULL NAME

## DATE

## DECLARATION

I/We have read, understood and agreed to be bound by the Terms and Conditions for the duration of the contract as selected by me and Declare that the information given above is true and correct.

I here by consent PrimeTeI T/A NConnect credit vetting this application form. I/We understand that installation will only commence on the receipt of payment of Installation charge and one month's package cost.

DATE	
FULL NAME	
ELECTRONIC SIGNATURE	
SALES AGENT	