

Bitstream Internet Solutions (Pty) Ltd – Terms & Conditions

By using Bitstream's Internet services, you agree that you have read, understood and are bound by

1. Bitstream's General terms and conditions
2. Your use of the Internet 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 Bitstream.

1. Definitions and Interpretations

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 for the services, as well as these Terms and Conditions.
- 1.2 Application form shall mean the document through which the Customer applies for the service and provides personal and other information to the Company.
- 1.3 Suspension means the disconnection, by electronic or other means, of the service, thereby preventing unauthorized use thereof.
- 1.4 Internet services shall include, but not be limited to:
 - 1.4.1 Business Premium offer: Unlimited internet access, CPE with Wi-Fi Router.
 - 1.4.2 Home Premium offer: Unlimited internet access, CPE with Wi-Fi Router.
 - 1.4.3 Dedicated offer: High-speed unlimited internet access only, with included CPE.
 - 1.4.4 Any other Internet Service made available to Bitstream's customers.
- 1.5 Customer shall mean the applicant for the service.
- 1.6 Customer Premises Equipment (CPE) means the hardware 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 subscription period as noted above, commencing on the effective date.
- 1.9 Subscription charges mean the monthly subscription fee paid by the Customer to Bitstream in consideration for the use of the service.
- 1.10 Bitstream or Company shall mean Bitstream Internet Solutions (Pty) Ltd.

2. Duration and Termination

- 2.1 The provisioning of services to the Customer is subject to approval by Bitstream Internet Solutions (Pty) Ltd.
- 2.2 This Agreement shall endure for an initial subscription period of as noted above from the effective date, or such period as specified in the application form. Thereafter, it shall automatically renew for the same duration as the initial period, unless the Customer provides at least three (3) months' prior written notice of termination, or Bitstream provides at least six (6) months' prior written notice.
- 2.3 If the Customer terminates the Agreement before the end of the initial period for any reason, the Customer shall be liable for the remainder of the subscription fees for the full contractual period. The outstanding amount shall become immediately due and payable as a liquidated claim on the date of termination and may be recovered by debit adjustment against the Customer's bank account.
- 2.4 In the event of a service upgrade, the Customer shall not be liable for a termination fee. The effective date of the Agreement remains unchanged, and the upgraded service shall be subject to the same termination and pricing conditions as the original Agreement. Billing for the upgraded service will commence on the date the upgrade becomes effective.

3. Payment & Billing

- 3.1 The Customer agrees to make timely payments for all services provided by Bitstream Internet Solutions (Pty) Ltd as per the payment schedule stipulated in the service agreement. Payments are due for the relevant part of the month during which the service started, the next full month, plus set-up fees. Thereafter, invoices will include the payment due for the month succeeding the immediately following month. The Customer undertakes to pay the prescribed rental charge monthly in advance, subject to adjustments from time to time.
- 3.2 In the event of default on any payment due, the Company reserves the right, at its sole discretion, to hold the Customer liable for the full outstanding balance of the contract. This includes:
 - a) The total amount due for the remaining duration of the contract, calculated based on the monthly subscription fee and any additional charges accrued;
 - b) Any applicable interest at a rate permissible under Namibian law; and
 - c) Reasonable legal fees or collection costs incurred by the Company in recovering the outstanding amount.
- 3.3 For any outstanding payment plan, the Customer agrees to:
 - a) Establish a debit order with their bank no later than 30 Days after the payment plan has been implemented;
 - b) Ensure the debit order remains active for the duration of the payment plan; and
 - c) Notify the Company in writing of any intent to stop or cancel the debit order.Failure to maintain an active debit order or to provide prior written notification of cancellation will render the full outstanding balance immediately due and payable, including any legal or collection costs.
- 3.4 If the Customer requests to downgrade the service, the Customer shall pay the prescribed charges for the migration of the service. In addition, the Customer shall be liable for a termination fee equal to the remaining months' subscription of the subscription period.
- 3.5 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

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Bitstream 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 3.2 shall apply.

3.6 Suspension of services due to non-payment or breach of payment terms may occur upon reasonable written notice as required by applicable law. During any such suspension, the Customer remains liable for the monthly subscription fee for the entire duration of the initial contract term, unless otherwise lawfully terminated.

3.7 Suspension of services does not constitute termination of the contract, and the Customer's obligation to pay monthly fees persists until the contract expires or is lawfully terminated. Service will be re-established as soon as the outstanding amount is paid in full.

3.8 The Customer acknowledges that defaulting on payments does not terminate the service agreement or relieve them of financial obligations for the full contract term.

3.9 The account rendered by Bitstream to the Customer serves as prima facie proof of the amount due.

3.10 In the event of any service interruption, regardless of cause, the Customer remains liable for any overdue payments under this clause.

3.11 Bitstream's subscription fees are subject to change at its sole discretion. Customers will be notified of changes through various communication media.

4. Bitstream's Obligations

4.1 Bitstream will deliver and install the required Customer Premises Equipment (CPE) to the Customer at the address provided in the application form or another recognized physical address notified in writing by the Customer.

4.2 Bitstream shall provide internet connectivity for the applicable Internet service selected by the Customer in the application form.

4.3 Bitstream shall make its customer centre available to the Customer.

4.4 Bitstream shall collect subscription charges from the Customer.

5. Usage Policy

5.1 The Customer shall use the Internet Services only for lawful purposes and as designed.

5.2 The Customer shall not use the Internet Services in a manner that is:

- a) Harmful, obscene, discriminatory, fraudulent, or illegal;
- b) Constitutes hate speech, incitement to commit criminal acts, invasion of privacy, or infringes copyright or other intellectual property;
- c) Spreads viruses or other software that impedes or destroys functionality;
- d) Interferes with any third party's use of the Internet Services;
- e) Transmits unsolicited bulk messages (spam);
- f) Detrimental to the provisioning of the service, the Customer, or other Bitstream customers; or
- g) Breaches this Agreement or applicable laws.

5.3 Bitstream reserves the right to apply network traffic engineering policies to manage fair and high-quality access, including shaping Peer-to-Peer and Bulk Transfer Traffic during business hours (08h00 to 18h00, Monday to Friday) for specific packages/products.

6. Disclaimers

6.1 Bitstream does not guarantee that the service is:

- a) Free of errors or interruptions;
- b) Conforms to the Customer's service level requirements;
- c) Always secure and reliable.

6.2 The provision of the service is subject to network availability, distance, line of sight, and mounting area. No guarantees are provided on throughput availability.

7. Assignment

7.1 The Customer shall not cede, assign, transfer, encumber, or delegate any rights or obligations under this Agreement without Bitstream's prior written consent.

8. Notices and Domicilium

8.1 The parties choose their domicilium citandi et executandi as follows:

- a) Bitstream: P.O. Box 2699, Walvis Bay, Namibia.
- b) Customer: The address provided in the application form.

8.2 Notices must be in writing and delivered to the chosen domicilium.



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9. Customer's Obligations

9.1 The Customer shall ensure that the equipment used to receive the service is compatible with Bitstream's equipment specifications. Bitstream shall not be liable if the Customer's equipment does not conform to these specifications.

9.2 The Customer shall choose their domicilium citandi et executandi as the address provided in the application form or another recognized physical address notified in writing to Bitstream.

10. Equipment

10.1 Upon delivery and/or installation of the Equipment, the risk of connecting with the Equipment passes to the Customer. Bitstream is not responsible for replacing or repairing Equipment damaged due to theft, loss, or destruction, whether by Customer negligence or otherwise. The Customer remains liable for the remainder of the subscription period. The Customer may be released from obligations by paying the full price of the Equipment.

10.2 In the event of damage due to force majeure (e.g., lightning or floods), Bitstream will replace the Equipment, and the Customer will be billed.

10.3 The Customer shall inspect Equipment upon delivery and endorse the delivery note for any missing or damaged items.

10.4 The Customer shall ensure requisite insurance to cover Equipment at their premises at their own cost.

10.5 All rights of ownership in leased CPE or Equipment vest exclusively in Bitstream.

10.6 Bitstream may impose abortive maintenance charges for callouts where faults are caused by the Customer's telecommunication or computer equipment.

10.7 If the Customer uses their own modem, Bitstream technicians will not configure it.

11. Limitation and Liability

11.1 The Customer subscribes to and uses the service at their own risk.

11.2 Bitstream shall not be liable to the Customer or any third party for damages arising from the use of the service, including those due to:

- a) Interruptions or errors in the service;
- b) Adverse weather, civil unrest, strikes, government actions, or compliance with regulations;
- c) Unauthorized use of the service due to access to the Customer's password or web portal.

12. Remedies Available to Customer

12.1 In the event of incorrect billing or disputes regarding services, Customers may register a dispute over the affected portion of the account by reporting it to accounts@bitstream.com.na.

13. Jurisdiction and Legal Costs

13.1 The Customer consents to the jurisdiction of the Magistrate's Court for any action or proceeding under section 45 of the Magistrate's Court Act No. 32 of 1944, notwithstanding the amount in dispute.

13.2 If Bitstream institutes action against the Customer, the Customer agrees to pay all legal costs on a scale as between attorney and own client.

14. General Provisions

14.1 The Company shall provide written notice to the Customer of any default or suspension of services, allowing a reasonable period to remedy the breach, as required by Namibian law or the terms of the service agreement.

14.2 These terms are governed by the laws of the Republic of Namibia, and any disputes shall be subject to the exclusive jurisdiction of the Namibian courts.

14.3 The Customer acknowledges that by using Bitstream's Internet services, they have read, understood, and agreed to be bound by these Terms and Conditions, which constitute a valid and binding agreement.

14.4 This Agreement constitutes the whole agreement between the parties, and no party shall be bound by any undertaking, representation, or warranty not recorded herein.



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