

Terms & Conditions

Standard Shaping Policy

Paratus reserves the right to apply network traffic engineering policies on any designated service to manage fair and high-quality access for all our customers. Standard shaping takes place during business hours from 08h00 to 18h00 weekdays (Mon-Fri) only. Standard shaping only applies to Peer-to-Peer Traffic (torrent downloads) and Software Updates (Windows, IOS and Android).

Fair Usage Policy (FUP)

Paratus reserves the right to apply network traffic engineering policies on any designated service to ensure fair and high-quality access for all our customers. The fair usage policy is dynamic and certain traffic types will be throttled during specified peak traffic times. Further, customers that reach the fair usage levels allocated to their product will also be throttled. What does throttle mean? Throttled data transfer, also known as data transfer throttling or lean data transfer, is the deliberate regulation of the data transfer rate in a communications system. Data transfer throttling can be used in any scenario where it is necessary or desirable to limit the amount of data that can be sent or received per unit time. Each product has allocated FUP threshold.

Acceptable Use Policy (AUP)

1. The purpose of this policy is to guide customers of our services and resources which activities and behaviors are not considered acceptable use of the services; to protect the integrity, security, reliability and privacy of Paratus' network, infrastructure, data and operations; to ensure the quality of our service delivery to customers; and to provide for sanctions and consequences that may follow from undertaking any prohibited activities.
2. Customers are solely responsible for the content and messages that they access, post, distribute or otherwise make available using the Paratus Services.
3. Any indirect or attempted violation of the AUP by or on behalf of the customer, the customer's end user or the customer's family member (as may be appropriate and relevant to the service), and any actual or attempted violation by a third party on behalf of the customer, the customer's end user or the customer's family member, shall be considered a violation of the AUP by that customer.
4. Paratus respects the rights of our customers to freedom of speech and expression, access to information, privacy, human dignity, religion, belief and opinion in accordance with the Namibian Constitution.
5. Paratus undertakes not to interfere with any of those rights unless required to do so by law; unless those rights are exercised for unlawful purposes; or unless the

exercise of those rights threatens to cause harm to another person or affect the integrity of Paratus' Services.

6. The customer acknowledges that Paratus may be required to intercept communications in accordance with the provisions of the Communications Act, 2009 (Act 8 of 2009), ("the Act"). Any interception of communications shall be strictly in accordance with the requirements of the Act, as and when required under the Act.
7. The customer acknowledges that Paratus has no responsibility for any material, content or information created, stored, maintained, transmitted, or accessible on or through the Services and is not obligated to monitor or exercise any editorial control over such material.
8. Paratus does not automatically or intentionally moderate or inspect any of the services, the use of the services or such material, content or information.
9. Paratus does not undertake any responsibility for any breaches to the customer's right to privacy that may be experienced as a result of accessing third-party content, the public internet, or such material, content or information as referenced herein.
10. All risk associated with the access to, use of, or reliance on, such material, content or information referenced herein, rests solely with the customer.
11. The onus is solely on the customer to review and evaluate such material, content or information referenced herein for fitness of purpose, use and liability.
12. While not obligated to perform investigations, in accordance with the terms of the policy, Paratus will take all necessary actions against any contraventions in order to protect the integrity of any of Paratus' services.
13. As Paratus' services may be used to link into other networks and systems anywhere in the world, the customer agrees to conform to and be bound by any policies of such other networks or systems.
14. The customer is responsible for all their actions and consequences during and following the use of the services.
15. The customer is responsible for any actions and consequences that occurs through the customer's account to the services and should ensure that no third party is allowed access to or use of their account.
16. The customer is responsible for their email responses and behavior, and any resulting consequences.
17. The customer is responsible for any actions or consequences that result from access to their account or the services by a minor, including any misuse by the minor or the consequences of any transactions entered by the minor.
18. The customer is responsible for any transactions or dealings that they may engage in by using the services to gain access to third parties, over the Internet or any other network, whether such access is intentional or otherwise.

19. The customer is responsible for any charges or fees arising from transactions initiated while using the services.
20. The customer is obliged to ensure compliance with all customs and exchange control legislation applicable to all electronic transactions.
21. Paratus' Services may only be used for lawful purposes and activities.
22. Paratus prohibits the use of its Services including the transmission, storage and distribution of any material or content that violates any law of the Republic of Namibia.
23. Such prohibited use includes, but is not limited to:
24. The creation and transmission of offensive, obscene or indecent images or documents.
25. The violation of domestic or international laws that prohibit any of the acts stated above including child pornography, bestiality, pornography that sexualizes rape and/or violence, hate speech and discrimination based on race, gender or religion.
26. Any activity designed to defame, abuse, stalk, harass or physically threaten any individual in Namibia or beyond its borders; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material;
27. Any violation of intellectual property laws, copyright, trademark and/or trade secrets.
28. Any unlawful use of any multimedia content accessed through the search facility provided by Paratus' network, or otherwise available through access to Paratus' network, whether for commercial or non-commercial purposes.
29. Any violation of an individual's right to privacy, including any effort to collect personal data of third parties without their consent.
30. Any fraudulent activities whatsoever, including illegal financial schemes and practices as well as any impersonation of any other person without their consent; or any attempt to enter a transaction with Paratus on behalf of another subscriber without their consent.
31. A violation of exchange control laws of Namibia.
32. Any activity that results in the sale, advertisement, transmission, facilitation or distribution of illegal, counterfeit, pirated or regulated goods or services; regulated goods and services may include alcohol, gambling, pharmaceuticals, unapproved supplements, tobacco, fireworks, weapons, or health/medical devices;
33. Sending spam email, messages, posts or content. This may include unwanted promotional or commercial content, unwanted content that is created by an automated program, unwanted repetitive content, nonsensical content, or anything that appears to be a mass solicitation.

34. Failing to respond to a request by a recipient of unsolicited mail to be removed from any mailing or direct marketing list and continuing to send unsolicited mail following such a request for removal.
35. Accessing or attempting to access another person or organisation's account(s) without their permission, whether such account(s) exists within the Paratus Services or on another service provider's network, system or platform.
36. Engaging in actions intended to bypass or subvert any Service's policies, access controls, or restrictions.
37. Impersonating any person or organization or misrepresent yourself. This includes impersonating any person or organization you don't represent; or providing misleading information about a user/site's identity, qualifications, ownership, purpose, products, services, or business.
38. Transmitting malware or any malicious content that harms or interferes with the operation of networks, servers, end user devices, or other infrastructure. This includes the direct hosting, embedding, or transmission of malware, viruses, destructive code, or other harmful or unwanted software or similar content. This also includes content that transmits viruses, causes pop-ups, attempts to install software without the user's consent, or otherwise impacts users with malicious code.
39. Storing or distributing other people's personal or confidential information without authorization. This may include the use of sensitive information, such as identification numbers, bank account numbers, credit card numbers, images of signatures, and personal documents.
40. Phishing or social engineering practices. This includes soliciting or collecting sensitive data such as passwords, financial details, and identification numbers.
41. Abusing any Services to attempt to do harm, degrade, or negatively affect the operation of Paratus Services or that of others. This includes degrading, disabling, or negatively interfering with any aspect of the product, its services or its operational capabilities.
42. Sharing copyrighted content without authorization or provide links to sites where unauthorized downloads of copyrighted content may be obtained.

Contravention and Enforcement

In the event of a violation of the AUP, Paratus shall be entitled to invoke any of the following measures at their sole and final discretion:

- In the case of individual persons, issue written or verbal warnings; suspend the Customer's account or the Customer's entire network and/or revoke or cancel the Customer's network access privileges completely.

- In the case of a network, inform the Customer's technical contact person or service provider of the incident and require that person or provider to deal with the incident according to this policy.
- Charge the offending parties for time, material and administrative costs due to the incident.
- In severe cases, suspend access of the Customer's entire network to the Services until the abuse can be prevented by appropriate means.
- Assist other networks or service providers in investigating credible suspicions of any prohibited activity listed.
- Take any action as may be necessary to protect the integrity of the Services, including, but not limited to, system monitoring, protocol management, traffic engineering and shutting off or disabling access to the Services.
- Implement technical mechanisms in order to prevent usage patterns that violate this policy.
- Share information concerning the incident with other service providers, or publish the information, and/or make available the Customer's details to duly authorized law enforcement agencies.
- Institute civil or criminal proceedings.

Standard Contractual Terms and Conditions

1. Please read these terms carefully. By using this Site and the related services you unconditionally agree to be bound by these terms, including all exclusions and limitations from liability herein.
2. A customer is defined as any party that agrees to consume one or more services from Paratus and is required to comply with these terms and conditions, all Paratus policies and any other specific terms as a condition of receiving, accessing and/or consuming such services.
3. Pricing is based on the contract periods stipulated in the agreement.
4. General discounts, such as pensioner's discount, does not apply to promotions unless otherwise stated.
5. Pensioners discount does not apply to VSAT.
6. Pensioner's discount is applicable to one link/connection only.
7. Upon subscribing to any of the Paratus services, the customer agrees that Paratus may conduct ITC background checks with relevant financial screening agencies prior to approving any customer's account application.
8. Customers will indemnify Paratus for the suspension of services due to force majeure (circumstances outside Paratus control).
9. In the event that the customer fails to pay for any of the Post-Paid services, Paratus reserves the right to suspend the customer's services until such time as payment is received. Should payment not be received from the customer for any

outstanding services, the customer agrees that Paratus may prohibit the customer from being offered any future, additional or value-added services by Paratus. Paratus reserves the right to institute legal proceedings against the customer for non-payment.

10. Paratus can change the prices of any services alter or introduce new terms and conditions.
11. Should Paratus institute legal proceedings against a customer for non-payment, all costs and disbursements, including legal costs on an attorney and own client scale, incurred by Paratus in collecting or endeavouring to collect all or any amounts payable by the customer or otherwise and all collection commissions and all other charges of a like nature are payable by the customer to Paratus on demand.
12. By visiting this site, the customer consents to the jurisdiction of the Magistrates' Court, having jurisdiction over the person in respect of any action by Paratus arising from the contract so signed or cancellation thereof.
13. Any translations of our policies and terms are provided for convenience only and if there is a conflict between a translation and the text of the English language version, the text of the English language version will take precedence.
14. By accessing our website, or by contracting with Paratus for a service, the customer agrees, without limitation or qualification, to be bound by the policies and terms on the website, as well as any other additional terms, conditions, rules or policies which are displayed in connection with the services.
15. Paratus has the right to monitor the use of its services and through its policies reserves the right to block or limit access to its services by any customer, person or entity that may violate, contravene or abuse the conditions of these terms.
16. Paratus provides our services using reasonable skill and care. If we don't meet the quality level described in this warranty, you agree to tell us, and we'll work to try to resolve the issue.
17. Other than as required by law, there are no implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
18. In the event that the site is down, the terms and conditions are available at our head office. This site is provided for convenience, and we are not liable for its unavailability.
19. The customer indemnifies Paratus and its directors, officers, employees and contractors for any third-party legal proceedings (including actions by government authorities) arising out of or relating to unlawful or prohibited use of the services or violation of these terms.
20. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs and legal fees.

21. Furthermore, Paratus won't be responsible for loss of profits, revenues, business opportunities, goodwill or anticipated savings; indirect or consequential loss; or punitive damages.

Reservation and Non-Waiver of Rights

1. Paratus reserves the right to add, delete or modify its policies and terms at any time, without notification to customers, effective upon posting a revised version thereof on Paratus' website.
2. Paratus reserves the right to take action against any individuals, entity or organizations that violate any of the prohibited activities set out herein, or engage in any illegal or unlawful activity while accessing Paratus' services, to the fullest extent of the law.
3. Paratus reserves the right to act against any other abuse that is not specifically stated in this policy, but which may amount to an illegal act being committed on, using or against Paratus' services.
4. In order to protect the integrity and safety of its network, Paratus reserves the right to suspend, revoke or terminate a customer's access to the services, where such use contravenes this policy.
5. Paratus reserves the right to suspend, revoke or cancel Paratus' services to the customer if the safety and integrity of Paratus' Services are placed at risk.
6. Paratus reserves the right to remove any information or materials in whole or in part that, in Paratus' sole discretion, are deemed to be offensive, indecent, or otherwise objectionable.
7. Paratus does not undertake or guarantee the security of any data passing through its networks unless provided for by specific terms attached to a service.
8. Paratus does not waive its right to enforcement of this AUP at any time, or prejudice its right to take subsequent action, should Paratus fail, neglect or elect not to enforce a breach of the AUP at any time.

Promotion Terms and Conditions

Bring Your Own (BYO) SIM

1. Promotion is valid on all new LTE BYO SIM sign-ups and activation.
2. A Bonus 5GB in addition to the 5GB on activation.
3. All prices quoted in Namibian Dollars (NAD).
4. All prices exclude 15% VAT.
5. Services will only be available where Paratus has network coverage.
6. Standard data usage policies and fair usage rules apply to the promotion.
7. Paratus Terms and Conditions, including standard recharge terms, will apply to this promotion.
8. Promotional Period – effective from 8 January to 08 April 2025.

Geronimo 7

1. The promotion is valid for 7 days from the date of activation.
2. Recharge is limited to N\$500.00 recharges per day.
3. The promotion applies only to recharges made between 06:00 – 21:59 each day during the promotion period.
4. All prices quoted in Namibian Dollars (NAD).
5. All prices exclude 15% VAT.
6. Services will only be available where Paratus has network coverage.
7. Standard data usage policies and fair usage rules apply to the promotion.
8. The promotion is only available to customers using the LTE Geronimo 7 package.
9. Paratus Terms and Conditions, including standard recharge terms, will apply to this promotion.
10. Promotional Period – effective from 8 January to 08 April 2025.

Infinity Lite 1

1. The promotion is valid for 1 day from purchase.
2. Recharge is limited to N\$500.00 recharges per day.
3. All prices quoted in Namibian Dollars (NAD).
4. All prices exclude 15% VAT.
5. Services will only be available where Paratus has network coverage.
6. Standard data usage policies and fair usage rules apply to the promotion.
7. Paratus Terms and Conditions, including standard recharge terms, will apply to this promotion.
8. Promotional Period – effective from 8 January to 08 April 2025.

Twist Easy

1. The promotion is available only on 24-month contracts.
2. The promotional sign-up offer is valid for 30 days from date of sign-up.
3. The Unlimited Night Surfer feature is active only when there is available credit on the customer's account.
4. The ZTE MIMO Router is limited to 500 units per month and is subject to availability while stocks last.
5. The promotion is available exclusively in Swakopmund, Windhoek, and Walvis Bay.
6. Services will be available only where Paratus has network coverage.
7. All prices are quoted in Namibian Dollars (NAD).
8. All prices exclude 15% VAT.
9. Installation fees, if applicable will apply as per standard terms.
10. Standard fair usage policies apply.

11. Discounts, such as the pensioner's discount, will be applicable to this promotion in accordance with Paratus' standard discount policies.
12. All other standard Paratus terms and conditions will apply to this promotion.
13. Promotional Period – effective from 8 January to 08 April 2025.

Limitless Lite LTE

1. The promotion is available only on 24- and 36-month contracts.
2. 36-month contracts include a Smart TV box, limited to 300 units per month, available while stocks last.
3. 24-month contracts include a free Pocket Wi-Fi only.
4. The promotion is available exclusively in Swakopmund, Windhoek and Walvis Bay.
5. Services will only be available where Paratus has network coverage.
6. All prices are quoted in Namibian Dollars (NAD).
7. All prices exclude 15% VAT.
8. Standard fair usage policies apply.
9. Discounts such as the pensioner's discount will be applicable to this promotion, in accordance with Paratus' standard discount policies.
10. All other standard Paratus Terms and Conditions will apply to this promotion.
11. Promotional Period – effective from 8 January to 08 April 2025.

Infinity Lite LTE

1. The promotion is available only on 24- and 36-month contracts.
2. 36-month contracts include a Smart TV box, limited to 300 units per month, available while stocks last.
3. 24-month contracts include a free Pocket Wi-Fi only.
4. The promotion is available exclusively in Swakopmund, Windhoek and Walvis Bay.
5. Services will only be available where Paratus has network coverage.
6. All prices are quoted in Namibia Dollars (NAD).
7. All prices exclude 15% VAT.
8. Standard fair usage policies apply.
9. Discounts such as the pensioner's discount will be applicable to this promotion, in accordance with Paratus' standard discount policies.
10. All other standard Paratus Terms and Conditions will apply to this promotion.
11. Promotional Period – effective from 8 January to 08 April 2025.

Smart TV Box Terms and Conditions:

1. The Smart TV box is only included with the 36-month contracts and is not available with the 24-month contract.



2. The Smart TV box offer is subject to availability, limited to 300 units per month, and is distributed on a first-come, first-served basis.
3. The TV box remains the property of the customer upon successful completion of the 36-month contract term.
4. All standard warranty and service terms for the Smart TV box will apply, as outlined in the Smart TV box's product-specific terms.
5. Promotional Period – effective from 8 January to 08 April 2025