

# Terms & Conditions

## Personal Information

By submitting the lead form on the page, you consent to us contacting you via phone, email, SMS, & WhatsApp, about the product and our other products & services. You can opt out anytime.

The User shall make available and consents to the processing of the following personal information by the Provider:

- e-mail address;
- name and surname;
- IP address;
- telephone number; and
- opinions and preferences.

("the Personal Information")

The User agrees that the Provider may process the User's Personal Information for all purposes that relate to the Website and the products and/or services offered through the Website ("the Products/Services") from time to time by third parties. In order to do so, the User acknowledges that the Provider is required to find out exactly what the User needs or wants.

The User does have the right to object to the processing of their Personal Information and it is voluntary to accept these Terms and Conditions. However, the Provider does require the User's acceptance to enable the User to use the Website, and to provide the Products/Services, which may include providing the User with a quotation for Products/Services.

Personal Information will be processed by the Provider, pursuant to and for the purposes as set forth in the Provider's Privacy Policy, which may include, but not be limited to the following purposes:

- verifying the identity of the User;
- transmitting and receiving necessary correspondence to the User in relation to the Products/Services accessed, used or purchased by the User through, or by means of the Website;
- to transfer the User's Personal Information to third parties with whom the Provider is affiliated or with who the Provider has an agreement;

- facilitating delivery of the Products/Services or the products or services accessed, used or purchased by, or subscribed to by, the User through, or by means of the Website;
- generally rendering the Services;
- transmitting marketing material to the User in respect of any third party Products/Services marketed by the Provider through or by means of this Website or any other Website and/or marketing channel, specifically sms, email & WhatsApp marketing channels, which the Provider may deploy from time to time;
- to monitor and analyse the User's conduct in respect of the Products/Services;
- for compliance and risk purposes;
- to analyse the Personal Information collected for research and statistical purposes and once such Personal Information is analysed to send the User marketing and promotional material which the Provider believes may, based on the Provider's processing of the User's Personal Information and in its sole discretion, be relevant to the User in future or enhance the User's use of the Products/Services provided on, through, or by means of the Website or any other Website and/or marketing channel, specifically sms, email & WhatsApp marketing channels, deployed by the Provider from time to time;
- to conduct market research, as well as academic research in respect of the Personal Information in order to identify potential markets and trends, to develop new products and services, to improve the nature of the Products/Services being provided to the User by the Provider or to on-sell such Personal Information to third parties for commercial or non-commercial means;
- to aggregate and/or de-identify the User's Personal Information after analysing it for statistical purposes and/or conducting market and academic research in respect thereof, as aforesaid, and transferring or on-selling such de-identified Personal Information to third parties for commercial or non-commercial means.

The User expressly agrees and acknowledges that any failure by the User to submit the requisite Personal Information may render the Provider unable to deliver the Products/Services and should this arise, the User hereby indemnifies and holds the Provider harmless against any loss or damage which the User may suffer as a result of the Provider's inability to render or deliver the Products/Services.

The User acknowledges that through the use of the Website or the Services, which may include completing online application forms or contacting the Provider electronically, the Provider will in effect be processing the User's Personal Information.

The User acknowledges that he/she understands that (where applicable) when the User includes the Personal Information of their spouse and dependents on the Website, the Provider will process such Personal Information in line with not only these Terms and Conditions, but the provisions of the Provider's Privacy Policy.

In such an event contemplated in clause 1.8 above, the User warrants that they have the required consent to furnish the Provider with such Personal Information.

### **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. All prices quoted in Namibian Dollars (NAD).
2. All prices exclude 15% VAT.
3. Services will only be available where Paratus has network coverage.
4. Standard data usage policies and fair usage rules apply to the promotion.
5. Paratus Terms and Conditions, including standard recharge terms, will apply to this promotion.
6. Promotional Period – effective from 16 April to 16 July 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 16 April to 16 July 2025.

#### **Twist Easy**

1. The promotion is available only on 24- and 36-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. Services will be available only where Paratus has network coverage.
5. All prices are quoted in Namibia Dollars (NAD).
6. All prices exclude 15% VAT.
7. Installation fees will apply as per standard terms.
8. Standard fair usage policies apply.
9. No discounts apply to this product for both 24-month and 36-month contracts.
10. All other standard Paratus terms and conditions will apply to this promotion.
11. Promotional Period – effective from 16 April to 16 July 2025.

#### **Limitless Lite LTE**

1. The promotion is available only on 24- and 36-month contracts.
2. Services will only be available where Paratus has network coverage.
3. All prices are quoted in Namibia Dollars (NAD).
4. All prices exclude 15% VAT.
5. Standard fair usage policies apply.

6. Discounts such as the pensioner's discount will be applicable to this promotion, in accordance with Paratus' standard discount policies.
7. All other standard Paratus Terms and Conditions will apply to this promotion.
8. Promotional Period – effective from 16 April to 16 July 2025.

#### **Infinity Lite LTE**

1. The promotion is available only on 24- and 36-month contracts.
2. Services will only be available where Paratus has network coverage.
3. All prices are quoted in Namibia Dollars (NAD).
4. All prices exclude 15% VAT.
5. Standard fair usage policies apply.
6. No discounts apply to this product for both 24-month and 36-month contracts.
7. All other standard Paratus Terms and Conditions will apply to this promotion.
8. Promotional Period – effective from 16 April to 16 July 2025.

#### **Smart TV Box Terms and Conditions (Applicable To Infinity Lite and Infinite Lite only):**

1. All standard warranty and service terms for the Smart TV box will apply, as outlined in the Smart TV box's product-specific terms.
2. The TV Box is not bundled with the Limitless Lite and Infinite Lite service and is available as an optional purchase on 24- and 36-month contracts on a debit order payment method.
3. Promotional Period – effective from 16 April to 16 July 2025.

#### **5GB Free Data Competition**

1. Promoter
  - The promoter of this competition is Paratus Namibia.
2. Competition Period
  - The competition runs from 20 March 2025 to 30 April 2025 at 23:59 (GMT+2). Entries received after the closing date will not be considered.
3. Who Can Enter

- The competition is open to Namibian residents aged 18 years or older.
- Employees of Paratus Namibia and their immediate families, as well as agents or any other person professionally connected with this competition, are not eligible to enter.

#### 4. How to Enter

To enter, participants must:

- Follow Paratus Namibia on Instagram and Facebook.
- Like and share the official competition post.
- Comment on the post with your most creative idea for a gadget you wish existed.
- Tag at least one friend in your comment.

#### 5. Entry Rules

- Multiple entries are allowed, but each comment must be unique.
- Entries that contain offensive, defamatory, or inappropriate content will be disqualified and removed.
- Paratus Namibia reserves the right to moderate and remove entries that violate community standards or these terms.

#### 6. Prize

- One winner will receive 5GB of mobile data, valid for 30 days from the date of activation.
- The prize is non-transferable, non-refundable, and cannot be exchanged for cash or any other product or service.
- Data will only be awarded to active Paratus mobile customers. If you are not a Paratus mobile user, you will need to activate a SIM to redeem the prize.

#### 7. Winner Selection and Announcement

- The winner will be selected based on creativity and originality of the idea, as judged by the Paratus marketing team.

- The winner will be announced on Paratus Namibia's Instagram and Facebook pages on 1 May 2025.
- The winner will be contacted via direct message. If the winner does not respond within 3 working days, an alternate winner will be selected.

#### 8. Use of Entries

- By entering, participants grant Paratus Namibia the right to repost, share, or use their entries, ideas, and usernames in future marketing materials or social media campaigns, with due credit.

#### 9. General

- Paratus Namibia reserves the right to amend, cancel, or withdraw the competition or any of the terms and conditions at any time, without prior notice.
- By entering, participants agree to be bound by these Terms and Conditions.

#### 10. Privacy

- Any personal data collected in connection with this competition will be handled in accordance with the Paratus Namibia privacy policy and will not be shared with third parties without consent.