

# Terms and Conditions

By using Q-KON Telecom (Namibia) (Pty) Ltd.'s VSAT Service, you agree that you have read, understood and are bound by:

- i) Q-KON Telecom (Namibia) (Pty) Ltd.'s general terms and conditions
- ii) The terms and conditions that are specifically applicable to the Starlight Services, which is set out herein.

Q-KON Telecom (Namibia) reserves the right to amend its terms and conditions in its sole discretion, from time to time.

Your use of the Starlight Service indicates your acceptance of the Terms and Conditions which constitutes a valid and binding agreement between yourself (hereinafter referred to as the Customer) and Q-KON Telecom (Namibia) (Pty) Ltd (hereinafter referred to as Q-KON Namibia).

## 1. Definitions and Interpretation

- 1.1. Unless the context clearly indicates the contrary, the following words bear the meaning ascribed to them below:
- 1.2. Agreement shall mean the application to the Starlight Service, as well as the terms and conditions referred to above.
- 1.3. Registration form shall mean the document in terms of which you apply for the Starlight Service and provide personal and other information to us.
- 1.4. Customer shall mean yourself, the applicant to this Starlight Service.
- 1.5. Equipment means the hardware which is required to access the Starlight Service.
- 1.6. Effective date shall mean the date on which the Starlight Service is ready for utilisation by the Customer.
- 1.7. Initial period shall mean the 12 months subscription period which will commence on the Effective date
- 1.8. Subscription charges means the monthly subscription fee paid by you to Q-KON Namibia in consideration for your use of the Starlight Service
- 1.9. Suspension means the disconnection, by electronic or other means, of the Starlight Service, thereby preventing the unauthorised use thereof.
- 1.10. Q-KON Namibia shall mean Q-KON Telecom (Namibia) (Pty) Ltd incorporated under the Companies Act, 2004, (Act no. 28 of 2004) with company registration number 2016/1209
- 1.11. VSAT or more specifically Very Small Aperture Terminal shall mean the following, (but not limited thereto), a two-way satellite ground station through which the satellite voice and data access shall be provided.

## 2. Duration and Termination

- 2.1. The provisioning of the VSAT Service to the Customer is subject to a credit check and approval by Q-KON Namibia
- 2.2. This Agreement shall endure for the Initial subscription period of 12 months effective from the Effective date and shall remain in force for the Initial period, where after it shall automatically renew for an uninterrupted period of 3 months unless the Customer gives 3 (three) months prior written notice for the termination of the VSAT Service.
- 2.3. If the Customer terminates the Agreement at any time before the end of the initial period, for whatsoever reason, Q-KON Namibia shall charge the Customer the remainder of the contractual period's subscription, which shall become immediately due and payable on the date of termination as a liquidated claim. Payment of such liquidated claim shall be arranged against the Customers bank account via a debit adjustment or in any other means as required by Q-KON Namibia from time to time
- 2.4. If the Customer upgrades his/her VSAT Service it shall not be liable for payment of any termination fee. The Agreement effective date for the VSAT Service will be the same as the initial date of the initial agreement, which means that upgrades fall under the same conditions as the initial agreement when it comes to agreement termination and price changes. The upgraded VSAT Service will be billed from the day these services becomes effective
- 2.5. The Customer can terminate the Agreement at any time after expiry of the Initial subscription period by providing Q-KON Namibia with 3 (three) months written notice prior to the last day of current service month

## 3. Price and Payment

### 3.1. Equipment and Installation

3.1.1. Q-KON Namibia shall present a customer with a detailed quote of all required costs to complete the installation, which shall be payable on acceptance. Only after acceptance and payment received, shall Q-KON Namibia continue with the installation.

### 3.2. Monthly Starlight Subscription

3.2.1. On registration via [www.starlight.co.na](http://www.starlight.co.na) the customer will receive detailed cost for service activation, prorate for application month.

3.2.2. Service fee payment is due monthly in advance before the 3<sup>rd</sup>.

3.2.3. Q-KON Namibia will issue to the Customer an invoice on the 25<sup>th</sup> monthly in advance for the subsequent service period. Payment is due before the 3<sup>rd</sup> of each month.

3.2.4. Payment can be made via monthly debit order or in any other manner as Q-KON Namibia deems fit.

3.2.5. In the event of any interruptions to the VSAT Service for whatsoever reason, such interruption will not relieve the Customer from paying any amounts due and payable under this clause.

3.2.6. Q-KON Namibia's subscription fees will remain fixed for the Initial period, thereafter are subject to change from time to time at Q-KON Namibia's sole discretion. In the event of a change in subscription fees, Q-KON Namibia's customers will be given 3 months advance notification through the various communication media.

3.2.7. Q-KON Namibia shall have the right without prejudice to any other right it may have in law, at any time and without notice to

the Customer, to suspend the VSAT Service or part thereof in the event of a non-payment of any amount due by the Customer to Q-KON Namibia. Q-KON Namibia shall not be liable to the Customer for any losses and/or damages incurred by the Customer as a result of such suspension. Should Q-KON Namibia interrupt the VSAT Service to the Customer in terms of this provision, Q-KON Namibia shall be obliged to re-establish the VSAT Service as soon as the Customer pays the outstanding amount.

#### **4. Q-KON Namibia's obligations**

- 4.1. Q-KON Namibia will deliver and install the required Equipment to the Customer. The Customer shall choose the domicilium citandi ex executandi the address as given in the application form, or any other address of which the Customer shall notify Q-KON Namibia in writing, provided that such address is a recognised physical address.
- 4.2. Notwithstanding the aforementioned, in the event that the premises of the Customer is located in a very remote area or in Q-KON Namibia's sole opinion, not-easily accessible by road, the Customer shall provide at the Customers own expense, adequate transport and accommodation to the personnel of Q-KON Namibia or its contractors to perform the initial site survey, installation and maintenance of the Equipment.
- 4.3. If in the opinion of Q-KON Namibia extraordinary work is required to install the Equipment e.g. digging of trenches to lay pipes and/or cables, Q-KON Namibia shall only do such work upon the Customers written instruction and at the Customers own expense.
- 4.4. Q-KON Namibia shall provide to the Customer the connectivity for the applicable package selected by the Customer in the registration form.
- 4.5. Make email trouble ticket system for fault logging available to customer
- 4.6. Make the Q-KON Service Team available to the Customer. Full support will be provided Monday to Friday 08h00 – 17h00 and over weekends and public holidays 08h00 – 13h00
- 4.7. Collect the subscription charges from the Customer.

#### **5. Customers obligations**

- 5.1. The Customer is required to ensure that the equipment the Customer intends to use in order to receive the VSAT Service is compatible with Q-KON Namibia technical specifications. Notwithstanding the aforementioned, Q-KON Namibia shall not be liable to the Customer for whatsoever reasons, in the event that the Customer utilizes the VSAT Service while the equipment does not conform to Q-KON Namibia's specifications.

#### **6. Q-KON Namibia's Acceptance Use Policy**

- 6.1. The Customer shall ensure that it will only use the VSAT Service for purposes:
  - 6.1.1. That is lawful.
  - 6.1.2. For which it was designed.
  - 6.1.3. The Customer shall ensure that it does not use the VSAT Service, directly or indirectly, in a way that is:
    - Harmful, obscene, discriminatory, fraudulent or illegal
    - Constitutes hate speech, incitement to commit criminal acts, an invasion of privacy or infringes copyright or other intellectual property.
    - Spreads viruses, programs, code or files which impede or destroy the functionality of any computer or communications software or equipment.
    - Interferes with any third party's use of the VSAT Service.
    - Transmits unsolicited bulk messages (spam)
  - 6.1.4. In any way, which in the opinion of Q-KON Namibia is or is likely to be detrimental to the provisioning of the VSAT Service, the Customer or any other Q-KON Namibia Customer
  - 6.1.5. Otherwise breaches the terms and conditions of this Agreement or Q-KON Namibia general terms and conditions
  - 6.1.6. In any unlawful manner, in contravention of any legislation, laws, license or third party rights.
- 6.2. Notwithstanding the aforementioned, the Customer shall not use the VSAT Service in any manner that interferes with Q-KON Namibia ability to provide the VSAT 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 risk in and or responsibility in connection with the Equipment shall pass to the Customer.
- 7.2. It is the Customers responsibility to ensure that it inspects all Equipment upon delivery and endorse the delivery note in the event of any missing or damaged Equipment.
- 7.3. The Customer shall not make any changes to the Equipment or the antenna, i.e. such as the painting of indoor and outdoor units.

#### **8. Responsibilities relating to Installation**

- 8.1. The Customer shall provide dust free indoor accommodation with adequate ventilation to accommodate VSAT indoor equipment.
- 8.2. The Customer shall provide a clear site for the VSAT antenna without any obstructions to the North or East with 80 degree horizontal and vertical view-angles.
- 8.3. In the event that local conditions require fencing for protection (against animals, children, vehicles etc.), the Customer shall be liable to provide same.
- 8.4. The Customer shall make available sufficient building sand, aggregate and water for the antenna foundation as per antenna requirements.
- 8.5. The Customer shall provide ducting and/or wiring for telephone(s) from the indoor VSAT equipment location.
- 8.6. Q-KON Namibia shall provide a distribution/connecting point at the VSAT indoor unit. Ducting is required if telephones are in different

buildings than the VSAT indoor unit. Within the same building non-ducted wiring is sufficient.

- 8.7. The Customer shall supply 24 hours uninterrupted, 220V to 240V, 50Hz pure sinusoidal, AC power supplied from a 5A circuit breaker. The system has a power consumption of 700W. It is expressly stated hereto that Q-KON Namibia shall not provide power.
- 8.8. The Customer shall supply Landlord approvals. (if applicable)

## 9. Disclaimer

It is an express condition of this Agreement that Q-KON Namibia does not warrant or guarantee that the VSAT Service is:

- free of errors or interruptions;
- is always available and available in all areas of Namibia;
- is fit for any purpose;
- will conform to the Customers service level requirements;
- is always secure and reliable.

## 10. Limitation of Liability

This clause 10 specifically excludes the entire liability of Q-KON Namibia including liability for negligence and in particular, without limitation, all other expressed, implied or statutory liability.

- 10.1. The Customer subscribes to and uses the VSAT Service at its own risk.
- 10.2. Q-KON Namibia shall not be liable to the Customer or any third party, and the Customer shall hold Q-KON Namibia harmless against, any damages suffered by the Customer or the third party howsoever arising from the Customers subscription to or the use of the VSAT Service, including (without any limitation) any damages suffered by the Customer due to: -
  - 10.2.1 Any interruption or error in the VSAT Service, or
  - 10.2.2 The failure of Q-KON Namibia due to events beyond its control such as, but not limited to, an act of God, satellite interference or failure, sun outages, optic fibre cable disconnection, fire, explosion, lightening, storm or any 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.

## 11. Remedies available to Customer

In the event of incorrect billing, or other disputes or the provision of services by Q-KON Namibia's customers are entitled to register a dispute over the affected portion of the account by reporting it to the Q-KON Service Team by logging a support ticket at [support@qkon.com](mailto:support@qkon.com).