



Application form

Please read this application form and the attached terms and conditions carefully before you complete it. Make sure that you are providing correct, complete and accurate details for the Livebox- Internet Service registration process. This application form shall be read and used in connection with the attached terms and conditions.

For Official use only

New subscriber
 Migration (upward or downward)
 upgrade / renewal
 date: / /20

sales exec code:
 account no.

SIM number:

mobile no.

Personal account holder

Mr. Mrs. Ms. Miss.
 Gross annual income: P

Name: Surname:

Date of Birth: Employer's Telephone:

Telephone (work): Next of Kin / Alternative Contact Details:

Telephone (Home): Postal address:

Fax: Town:

Occupation: Country:

Self employed: Yes No

Business account holder

Registration Number: Other please specify:

VAT registration number: Type of business:

Registered name: Trading name:

Telephone: Fax:

Telephone: Fax:

Installation address

Contact Name: Installation address:

Telephone:

Mobile phone:

Billing details for this contract

E-mail Invoice: Mail Invoice:

Name: Telephone:

Company: Mobile No:

Postal address: E-mail address:

Town / Country:

Available subscription option

Livebox 128 K : P 299 / month
 PC Voucher : P200/month for 1 year contract
 Livebox Talk : P 50 / month for a 1 year contract

Livebox 256 K : P 399 / month
 PC Voucher : P100/month for 2 year contract
 Livebox Talk : P 25 / month for a 2 year contract

Livebox 512 K : P 999 / month
 IEW Silver : P50/month for a 1 year contract
 Specific offer : _____
 (only for corporates)

Livebox 1 Meg : P 1 899 / month
 IEW Silver : P25/month for a 2 year contract

Livebox Prepaid

Total Monthly Subscription P

Contract term:
 12 months
 24 months
 P upfront fee

Services Mailboxes included in plan
 Email services - P 15 / monthly

E-mail 1:	<input type="text"/> @orangemail.co.bw	E-mail 6:	<input type="text"/> @orangemail.co.bw
E-mail 2:	<input type="text"/> @orangemail.co.bw	E-mail 7:	<input type="text"/> @orangemail.co.bw
E-mail 3:	<input type="text"/> @orangemail.co.bw	E-mail 8:	<input type="text"/> @orangemail.co.bw
E-mail 4:	<input type="text"/> @orangemail.co.bw	E-mail 9:	<input type="text"/> @orangemail.co.bw
E-mail 5:	<input type="text"/> @orangemail.co.bw	E-mail 10:	<input type="text"/> @orangemail.co.bw

 Other services: _____ (only for corporates)
 Some figures could be added after your username if it is already taken
Equipment
 Livebox: _____ Included in plan
 CPE: _____
 Other Equipment: _____ (only for corporates)
Customer Equipment*Put quantity for each box area*

Number of Windows PC's <input type="checkbox"/>	Number of Mac PC's <input type="checkbox"/>	Number of Linux PC's <input type="checkbox"/>
Ethernet Port: _____	Ethernet Port: _____	Ethernet Port: _____
USB Port: _____	USB Port: _____	USB Port: _____
Wi-Fi card: _____	Wi-Fi card: _____	Wi-Fi card: _____

Please provide two trade references (personal & business applicants, except for customers on any rate plan)

Company name	Contact name	Telephone	Fax
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Required Documentation - attached to form. Please check and tick
 Omang / ID
 Payslip with bank account number OR
 Work + Residence Permits (Non citizens)
 3 most recent bank statements
 Utility bill (e.g. BPC, BTC or WUC)
Additional documentation for corporates only
 Schedule of directors
 Certificate of incorporation
 Other fees
 P
 initial

I/we agree to the attached Terms and Conditions of the Orange Botswana Internet Everywhere contract and confirm that the above information is accurate and I/we commit to advise Orange Botswana of any changes.

Applicant
 Signature: _____
 Signed by: _____
 Customer name (or corporate customer): _____
 Designation: _____
 Date: _____
FOR OFFICIAL USE ONLY:**This application form for Livebox is signed before me by the above mentioned**
 Title: _____
 Date: _____
Processed by
 Name: _____
 Title: _____
 Date: _____
 GSM Mobile: _____
 IMSI: _____
 Account No: _____

Orange Livebox Terms and Conditions

"Account" means Orange records of the Customer's payments, outstanding charges, and other details of the account holder including name, postal address and usage of the Services.

"Agreement" means the orange Livebox terms and conditions, order form, installation acceptance form and the price list as it changes from time to time subject to the Customer being notified.

"Charges" means the connection charges, usage charges, monthly service charges, and any other charges pertaining to the provision of the WIMAX network services, and any other services howsoever provided by Orange Botswana to the Customer in accordance with the Pricelist or any other specific charges, as may be updated from time to time.

"Commencement Date" means the date of signature hereof.

"Connection" means the process of giving the customer access to the services.

"Covered Zone" means the geographical perimeter within Botswana where Orange Botswana is able to provide the Services.

"Customer" means an individual, a company or any other legal persons located in Botswana within the Covered Zone and having subscribed for the Services with Orange Botswana.

"Customer Access" means the telecommunications link that is provided by Orange Botswana to the Customer's premises with the most relevant technologies available to Orange Botswana to provide its service to the Customer.

"Customer premises" means any location that is owned or rented by the Customer and that is designated by the latter for the installation of the Equipment that will enable Customer Access.

"Equipment" means technical appliances such as modems, routers, adapters, cables, filters or any other equipment provided by Orange that enables Customer Access.

"Internet" means the worldwide networks interconnecting servers and personal computers using the Internet protocol.

"Livebox Talk Service" means the Service that allows telephone calls to be made by the Customer over the Livebox and Equipment using internet protocol.

"Login" means the personal data that is given to a Customer to identify itself and be able to connect to services such as Internet and e-mail.

"Minimum Period" means twelve (12) months for contracts that have duration of twelve (12) months and twenty four (24) months for contracts that have duration of twenty four (24) months.

"Move" means a change in the Customers residence or place of business.

"Orange Portal" means the website from which the customer can access information and connect to some services such as e-mail. The Orange Portal can be accessed through the following address www.orange.co.bw

"Password" means the private code that is given to the Customer for authentication when connecting to a service such as Internet and e-mail.

"Pricelist" means the schedule of current prices as published and amended by Orange from time to time, which is available at the customer's request. Where the Customer requires a tailor-made package a specific pricing structure will be provided.

"Price Plan" means a bundle of data and supplementary services offered by Orange for an agreed monthly payment.

"Registration Details" means the personal information that the Customer provides upon registration for the services as updated from time to time.

"Service" means all the priced offers that are provided to the Customer by Orange Botswana under this Agreement.

"Technical Support" means the Orange staff that assists the Customer with any faults while using the Service(s).

"Technical Requirements" means the requirements that enable the Customer to receive the Service(s).

"User" means the Customer or another person named by the Customer, who is authorised to incur charges to the Customer's account.

"Usage Allowance" means the volume of data measured in Megabit or in Gigabit that a customer is entitled to download on a monthly basis. Usage allowance is variable depending on the package that was chosen by the Customer. When a Customer has reached their Usage Allowance they shall be charged for the volume downloaded in excess according to the tariff of their package.

1. Commencement

1.1 Notwithstanding any other provision herein, the Agreement will not commence until we have completed a number of checks including (but not limited to) geographical coverage, credit, and activation check. If following our checks we are satisfied that we are able to provide the Service(s) the agreement will commence on the Commencement Date. However, the Customer's obligations to us regarding any Equipment will start the day the Customer receives that Equipment.

1.2 Where a Customer applies for a Service and as a result of the credit or technical checks referred to in Clause 1.1 above we decide that it is not possible to provide the Customer with that particular Service as it implies incurring substantial expenses or unsatisfactory quality of service, we shall notify the Customer and subsequently offer to provide the next best available Service and adjust the Charges accordingly. If no other service can be provided as a result of a credit check or of technical constraints (i.e. the Customer is not within the Wimax coverage area), the Customer will be informed and refunded within 10 working days. Where Equipment has been provided to the Customer, they shall return that Equipment to us within 30 days of notification. If the Customer does not return the Equipment we reserve the right to charge the Customer for the replacement cost of the Equipment that is not returned.

2. Customer Information

2.1 The Customer confirms that the Registration Details that they provide shall be true, accurate and complete. The Customer agrees to inform Orange of any changes to the Customer Registration Details immediately by contacting Customer Support. Use of the Customer Registration Details will be confidential and in accordance with the terms of this Agreement.

2.2 In order to provide the Customer with the Service(s) we may attach cookies to the Customer's computer, system and/or other Equipment, which is essential to enable us to identify and facilitate the Customer's Use of the Service(s). We may also use cookies to ensure that our mailing tools are working correctly. The Customer should not accept the Agreement if the Customer does not want us to use cookies. Further details on how we use the information generated from the cookies is set out in our group Privacy and Cookie Policy.

3 Broadband Service

3.1 The Service gives the Customer the ability, using a computer and equipment of appropriate specification, to access the Internet at the transmission speed and to use the Service(s) to access the Service(s) and download and/or upload data up to any monthly Usage Allowance (if applicable).

3.2 In the event that the Customer exceeds any applicable monthly Usage Allowance, we shall charge for additional usage above the Usage Allowance. These charges shall be in accordance with the price list.

4. Our Obligations

4.1 Our obligations to provide the Service shall be conditional upon the Technical Requirements being satisfied.

4.2 The Customer acknowledges that the Service will only be available to the Customer if;

4.2.1 the Customer has a computer that satisfies the Technical Requirements; and

4.2.2 the Customer premises falls within the Service Covered Zone.

4.3 Our responsibility for the Service does not apply in relation to any point beyond the Orange Equipment at the Customer Premises. We are not responsible for any interference or degradation of service caused by any internal wiring or cabling within the Customer Premises other than those performed by Orange staff. The Customer shall be responsible for any upgrades of such internal wiring or cabling that are deemed necessary to enable the Customer to obtain connectivity or the full connectivity speed of the Service.

4.4 We shall provide the Customer with the Service(s) using reasonable skill, care and in accordance with the provisions of this Agreement.

4.5 The provision of certain parts of the Service(s) are dependent upon third party service providers. There may be technical limitations that inhibit the activation or provision of the Service(s) and whilst we shall use reasonable efforts to rectify these issues we cannot guarantee that they will be rectified by these service providers.

4.6 We do not warrant that the Service(s) will be interruption or error/fault free or that the transmission of information through the Service(s) will be secure. The Service(s) may be temporarily suspended for various reasons such as maintenance, upgrades, emergency or because of problems caused by third party service providers. Before suspending or interrupting the Service(s) we shall use reasonable efforts to give the Customer as much notice as reasonably possible. Technical Support is available to enable faults to be reported and resolved and whilst we will use reasonable efforts to procure the resolution of such faults we can not guarantee that all faults will be corrected.

5. The Customer's Obligations

The Customer shall be given a Username and one or more Passwords in order to access the Services and the Customer shall be responsible for keeping the Customer Password confidential and further agrees to take all necessary steps to ensure that it is kept secure. The Customer shall inform us when they become aware of any suspected or actual unauthorised use of the Service(s) and shall take all steps necessary, including those steps requested by us to prevent such use. We shall not be liable for any unauthorised use of the Services.

5.1 The Customer shall be responsible for all relevant Charges for the Service(s) the Customer has chosen.

5.2 The Customer shall be responsible for any Equipment installed at his premises. The Customer must use the Equipment in accordance with any instructions, safety and security procedures applicable.

5.3 The Customer agrees to notify us of any proposed Move and to keep the Customer Registration Details updated.

5.4 The Customer agrees to comply with any instructions necessary for health, safety or service quality we may give to the Customer from time to time in relation to the Service(s).

5.5 The Customer must not allow anyone else (other than someone authorised by us) to add to, modify or in any way interfere with the Equipment. The Customer further agrees not to connect other equipment to the network over which the Service(s) are provided that may in any way harm the network, the Equipment, Livebox or other customers' equipment.

5.6 The Customer agrees that the power supply connected to the Equipment is his or her responsibility. This may be subject to Orange inspection and approval prior to installation.

6. Use of the Services

6.1 The Customer acknowledges and agrees that the Service(s) are intended for their own use and shall not resell the Service as a whole or partly. We reserve the right to suspend or cancel any or all of the Service(s) if we reasonably believe the Customer or anyone the Customer permits to use the Service(s) is not complying with this Agreement

6.2 In the event that the Customer Moves, and the Customer wishes to continue receiving the Service(s) at the Customer's new location then:

6.2.1 we may terminate the Customer's current Service(s);

6.2.2 the Customer may be required to re-register for those Service(s) and the Customer may be required to commit to a new Minimum Period;

6.2.3 provided that the Customer is able to meet the conditions of the Agreement 1 and that no other technical limitations apply we shall activate the Service(s) to the Customer's new location; and

6.2.4 we reserve the right to charge the Customer for any administration and set-up costs arising from the Customer's Move.

7. Prohibited Uses

7.1 The Customer shall not use the Service(s);

7.1.1 in a way that does not comply with the terms of any legislation or any applicable licence or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

7.1.2 in connection with the carrying out of fraud or a criminal offence against us or any electronic communications service provider;

7.1.3 to knowingly send, receive, upload, download, use or re-use any material that is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights;

7.1.4 to send or procure the sending of any unsolicited advertising or promotional material;

7.1.5 in a way that does not comply with any instructions we give to the Customer under Clause 5.4;

7.1.6 in a way that in our reasonable opinion could materially affect the quality of any telecommunications service, including the Service;

7.1.7 to send emails greater than 10MB in size including attachments using an email client application (such as Microsoft's Outlook Express);

7.1.8 send emails greater than 3MB in size (including no more than 6 attachments) using the Webmail Interface;

7.2 To reduce spam from entering and affecting the operation of our systems and the Services, we may take reasonable measures to block access to or delivery of any email which appears to be of an unsolicited nature and/or part of a bulk email transmission. We may also use within our systems virus screening technology which may result in the deletion or alteration of email and or email attachments, although we do not guarantee that such technology will be effective against all virus attacks.

7.3 We reserve the right to terminate this Agreement if the Customer contravenes any of the conditions stipulated in this Clause or uses the Services in any other way that we deem inappropriate. Such termination shall be in accordance with Clause 16.

8. Additional Services

8.1 We may make some additional services available to the Customer as part of the Customer Broadband Package for a limited period. If the Customer wishes to continue to receive these services after the end of this limited period, the Customer shall be required to pay additional charges to continue to do so. It is the Customer responsibility to notify us that they no longer wish to receive these services after the end of the period during which they are inclusive in the Orange Broadband Package. If the Customer fails to do this they shall continue to receive these services and will be charged accordingly.

9. Equipment

9.1 We shall deliver and install the appropriate Equipment to the Customer's premises by the delivery date that we give the Customer. This delivery date is an estimate and is therefore not guaranteed. We may charge the Customer for any reasonable delivery costs (including any applicable duties and taxes) incurred by us.

9.2 The Customer must inspect the Equipment immediately upon receipt and report any damage, faults or missing items at the time of installation.

9.3 Orange will not be liable to the Customer for any fault in and/or damage to the Equipment which is caused by the Customer's failure to install and/or use the Equipment in accordance with the supplied operating instructions, or the Customer's failure to comply with any instructions given to the Customer by Technical Support. Orange does not take responsibility for damage caused by electrical power fluctuations.

It is the customers responsibility to ensure that power is conditioned and protected with either surge protection or a UPS. Damage to Orange equipment due to power fluctuation shall be charged to the Customer. In these cases we reserve the right to charge the Customer for the full replacement cost for such Equipment. In the event that we have to provide the Customer with replacement Equipment, the Customer must return the faulty Equipment to us at the time of installation of the new equipment. If the Customer does not return the faulty Equipment to us at that time, we reserve the right to charge the Customer the full cost of the Equipment not returned.

9.4 All Equipment shall have a three (3) month warranty, upon expiry the Customer shall be responsible for insuring or purchasing a warranty for the Equipment.

9.5 Provided that the Customer is not in breach of the agreement and that the fault is not caused by the Customer, where the Customer's warranty has expired, we will either repair or replace faulty Equipment. We reserve the right to supply refurbished Equipment provided that such Equipment shall be of equivalent quality and functionality as new Equipment.

9.6 The Equipment remains our property. The Customer will be responsible to us for any damage to or loss not attributable to us from the moment the Equipment is delivered to the Customer's premises.

9.7 We will not provide technical support for wireless connections using wireless adapters other than those provided by us.

9.8 We shall not be liable for any damage caused to the Customers equipment emanating from the Customers use of the Services under this Agreement.

10. Complaints Procedure

10.1 If the Customer has a complaint about any aspect of the Service(s) please let us know by calling the 3693777 or writing to Customer Support on customerservice@orange.co.bw and we will try to resolve any complaints as soon as we reasonably can.

11. Intellectual Property Rights

11.1 All intellectual property rights in the Service(s) (including, without limitation, the Equipment, the Livebox and/or any associated software and all and any films, music, programmes and/or any other content provided to the Customer through the Service(s)) belong to us or our licensors, as appropriate, and the Customer shall not obtain any ownership interest in such intellectual property rights.

11.2 We may require the Customer to enter into agreements reasonably required by the owner of the intellectual property of any software, materials or content made available to the Customer for the purpose of accessing the Service(s).

12. Charges

12.1 The Charges for usage of the services shall apply from the connection date, and the charges for equipment installation shall apply before the equipment is installed. The Customer shall pay the Charges in accordance with the price list.

12.2 Payment of the Charges by cash, cheques, credit or debit card or by direct debit shall be collected by Orange and may include a payment handling charge if necessary.

12.3 All Charges are inclusive of VAT at the applicable rate.

12.4 We will distribute copies of statements for Charges upon request by the Customer, however, Orange reserves the right to charge the Customer for the printing of such detailed statements.

12.5 The Customer should review all statements of Charges when available and promptly notify Customer Support if there are any errors. We will try to include all Charges incurred by the Customer on the appropriate monthly statement, however, we reserve the right to include on future statements, Charges that were incurred in previous months and which have not already been billed to the Customer.

12.6 If the Customer does not pay us the Charges when due, we reserve the right to suspend and/or terminate without notice all or any of the Service(s) and take such necessary action to recover sums due to us (plus any cost of collecting such sums) and, if the Customer Minimum Period has not yet expired, all Charges that would have been payable for the remainder of the Minimum Period in accordance with the Price List.

12.7 "Where the Customer exceeds the allowed usage of any Price Plan or Price List, at any given Period, they shall be charged in accordance with the applicable Price Plan or Price List. Orange will not be liable in any way for any malfunctioning of the credit limit service in any way. In the event that the Customer exceeds any applicable monthly Usage Allowance for data downloaded, we will charge applicable tariffs for that additional usage above the Usage Allowance."

12.8 In the event that we suspend all or any of the Service(s) due to any breach by the Customer of our payment terms, the Customer will be required to pay the Charges for the period that such Service(s) are suspended, including any arrears of the Charges.

12.9 We reserve the right to increase the Charges at any time subsequent to giving the Customer reasonable prior notice.

13. Additional Charges

13.1 The Customer shall be required to pay additional charges in the following circumstances, for purposes of this Clause "additional charges" shall mean any other charges not stipulated in the definitions, these charges shall be borne by the Customer in accordance with the Price List;

13.1.1 if the customer wishes to re-locate the Equipment from one place on the Premises to another,

13.1.2 if the Customer wishes to re-locate from one Premises within the Covered Zone to another,

13.1.3 where the Customer re-locates to an area outside the Covered Zone, they shall provide proof of such a move; we may additionally request any other documentation for purposes of proving whether the Customer is indeed re-locating. We reserve the right, on a case by case basis, to charge the customer for early termination due to the Customers re-location outside the Covered Zone if the Customer does not provide sufficient proof of re-location. This Clause shall only apply where the Customer is re-locating prior to the expiration of the Minimum Period,

13.1.4 at the time of installation we shall configure the number of personal computers that the Customer's package dictates, where the Customer due to any reason whatsoever, does not make available at the time of installation all the personal computers for configuration we shall charge accordingly for any subsequent call outs, furthermore, if at installation the Customer requests us to configure any additional personal computers, that is, any more computers than as per the Customers chosen package, the customer shall pay additional charges,

13.1.5 where the Customer tampers with any Equipment and as a result causes such Equipment to be so faulty that it necessitates its maintenance or repair the Customer shall pay the cost of such maintenance or repair. If the damage to the equipments is such that it cannot reasonably be expected to be repaired the Customer shall pay a replacement fee and will be provided with functional equipment,

13.1.6 where damage to Equipment is caused by the Customer, it shall be the sole responsibility of the Customer to repair such damage and at his or her expense. supplied or the Customer's failure to comply with any instructions given to the Customer by Technical Broadband Offer: Additional Terms And Conditions

13.1.7 Where the Customer agrees to a time and date of installation but fails to honor the appointment, Orange shall charge them the wasted costs.

13.1.8 Without prejudice to Clause 16 of this Agreement, where the Customer terminates this Agreement prior to paying in full the value of any Voucher, subsidy or Equipment as issued by Orange (where applicable and/or in accordance with any promotion) the Customer shall be liable to pay the remaining balance of the said Voucher, subsidy or Equipment as calculated by Orange, notwithstanding the reasons of such termination. For purposes of this Clause, Voucher shall mean any document of monetary value issued by Orange (whose terms and conditions are applicable) for the purposes of exchange for goods by authorized Orange Dealerships.

13.1.9 if the Customer fails to pay any of the charges stipulated in this Clause, the Agreement shall be terminated in accordance with this Agreement.

14. Changes To Services

The Customer shall contact Orange Customer Care should they wish to change their current Broadband Package. A Customer is entitled to upgrade or downgrade their package as they deem fit, provided this is done only after a minimum period of six (6) months from installation or another downgrade or upgrade

15. Our Liability to the Customer

15.1 We do not limit our liability if the Customer dies or are injured as a result of our negligence or the Customer suffer loss as a consequence of any fraud by us.

15.2 We shall not be liable to the Customer;

15.2.1 for any loss or damage whether indirect or consequential arising out of any loss of data or for any other loss or damage which is indirect and not reasonably foreseeable by us; or if:

Orange fails to suspend the provision of the Network Services to the subscriber in terms of an arrangement between Orange Botswana and the subscriber or after the Subscriber has specifically requested Orange Botswana to do so in order to limit the usage Charges;

if such loss or damage was caused by any negligent act or omission on the part of Orange Botswana, its employees or its agents."

15.2.2 for any business connected to the Customer whether in contract, tort (including negligence) or otherwise for any loss or damage whether indirect or consequential which is related to the Customer's business, including, without limitation, loss of profits, savings, loss of revenue or business interruption.

15.3 We accept responsibility for physical damage to or loss of property which directly results from our breach of contract or negligence up to an aggregate of P100,000. This aggregate limit shall apply to the Customer's Broadband Package and across all Agreements which relate to that package.

15.4 Subject to Clauses 15.1 to 15.3, any liability that we may have to the Customer arising in relation to any or all of the Agreements and/or Service(s) shall not exceed P15 000 per claim.

15.5 Orange will not be liable to the Customer for any failure to perform an obligation or provide the Service(s) to the Customer because of any factor beyond our control including but not limited to acts of God, industrial action, default or failure of a third party (including unavailability of third party telecommunications and/or content services), war, civil action, governmental action or by any act or decision made by a court of competent jurisdiction.

15.6 Should an event of force majeure make it impossible for either Party to perform its obligations, the Parties' respective obligations shall first be suspended for the duration of said force majeure event, and the obligation of Customer to pay monies due and owing pursuant to this Agreement during such period. The following events are expressly considered by the Parties as events of force majeure: earthquake, flood, tempest, fire, lightning, national strike, , declared war, civil war, terrorist act; actions of governmental entities, riots, epidemics, industry-wide recognized shortages of supplies.

16. Term and Termination

16.1 The Agreement shall continue for the Minimum Period following the date of connection, and thereafter subject to termination in accordance with the terms of the Agreement

16.2 This Agreement shall automatically be renewed after expiration, where the Customer would like to terminate the same, he or she shall write a letter notifying Orange of this intention to terminate at least One (1) month before expiry.

16.4 The Customer may terminate this agreement at anytime after the Minimum Period by giving Orange at least one month's written notice. The Customer shall be required to prove their identity to our reasonable satisfaction before we accept such notice of termination as being valid.

16.4 In the event of such termination all unbilled, accrued and unpaid fees, expenses or bills payable to Orange at the time of termination shall immediately become due and payable. Termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue to any party and all provisions which are expressed to survive this Agreement or impliedly do so shall remain in full force and effect.

16.5 The Customer may terminate the Agreement before the Minimum Period has expired if the Customer pays us all Charges due and a lump sum equal to the total of all monthly or other periodic charges which would otherwise have been payable during the Customer's Minimum Period (except in the circumstances set out in Clause 16.6 below) or if the customer Moves to a non coverage area, in which event the customer will have to furnish us with proof of relocation in accordance with Clause 13.1.3.

16.6 The Customer may also terminate the Agreement, in accordance with its terms, if we vary the terms of the Agreement and as a result there is an excessive increase in the Charges or the changes we make significantly alter the Customer's rights under the Agreement. In such cases the Customer's notice must be given no later than seven days prior to the date upon which the change would have taken effect.

16.7 The Customer will not have the right to terminate under Clause 16.6 if;

16.7.1 the variations we have made have been imposed on us as a direct result of new legislation, statutory instrument, government regulation or licence and any unforeseeable market forces.

16.8 After the commencement date we may terminate this Agreement immediately by giving notice if, the Customer's Location is not technically capable of receiving a Service to which the Customer has subscribed or the Customer does not take steps reasonably required to enable the Customer to receive that Service within a reasonable time from the commencement date. The Customer shall pay any costs that Orange incurs in such situations.

16.9 We may also at any time immediately terminate the Agreement and any Specific Terms or suspend the supply of any of the Service(s) to the Customer if:

16.9.1 the Customer breach any material term of the Agreement including non-payment of any outstanding charges;

16.9.2 the Customer or any person using the Customer's account misuses or abuses the Service(s) in any way;

16.9.3 bankruptcy or other insolvency proceedings are brought against the Customer, if the Customer are unable to pay the Customer debts as they become due or fail to make payments as they fall due or the Customer cancels the Customer's continuous payment authorisation (without substituting another payment authorisation in its place);

16.9.4 the Customer is no longer lawfully able to receive the Service(s);

16.9.5 we receive a complaint from a third party that reasonably appears to be justified regarding the Customer's misuse or abuse of the Service(s); or

16.9.6 we are required to do so in order to comply with any law, order or direction given by a competent regulatory authority.

16.10 On termination of the Agreement we shall have the right to automatically terminate any remaining agreements with Orange or any Affiliate of Orange and their related Service(s) immediately and without further notice to the Customer.

16.11 On termination of the Agreement for whatever reason, the Customer agrees to return the Equipment to us at the time the installation team would come to uninstall it and uplift it. If the Customer fails to return the Equipment complete and in good working order at the time of de-installation, we reserve the right to charge the Customer the replacement value of the Equipment.

16.12 In the event of termination, all the information we are storing on the Customer's behalf on our servers may be deleted and in particular we may delete all the emails in the Customer's email account. Charges billed and/or paid in advance to the end of the next billing period shall not be pro rated or refunded but shall be used to discharge our administrative expenses arising out of the termination of the Agreement.

17.Changes to the Services or Terms and Conditions

17.1 We may change any aspect of the Service(s) and/or the terms of the Customer's Agreement at any time for any valid reason which we shall notify to the Customer upon giving the Customer 30 days notice in advance of any such change taking effect.

17.2 The Customer will be deemed to have accepted any change to this Agreement or the Service(s) if the Customer continue to use the Service(s) after the relevant period of notice has expired or fail to give notice to us that the Customer wish to terminate the Agreement before the relevant period of notice has expired.

18. Other Things the Customer Needs to Know.

18.1 This Agreement is to be interpreted in accordance with Laws of Botswana and subject to the exclusive jurisdiction of the Courts of Botswana.

18.2 Any notices from us to the Customer shall be sent to the Customer at the residential/business address the Customer have given us or the email address given to us in the Customer's Registration Details or to any other address the Customer provide to us subsequently.

18.3 Any notices from the Customer to us must be sent by email, post or delivered by hand to us.

19.Disclosure of Information

19.1The Customer agrees to the disclosure to any third party including any telecommunications company, debt collection agency, credit reference agency of any information relating to this agreement where it is necessary for Orange to discharge its duties under the agreement or it is required as a result of a court order or statutory authority.

19.2 If any of the terms in the Agreement are not valid or legally enforceable the other terms will not be affected. We may replace any term that is not legally effective with a similar term that is.

19.3 Nothing in this Agreement shall give, directly or indirectly, any third party any enforceable benefit or any right of action against either party.

20. Corporate Customers

By his signature to this agreement the representative of the Customer hereby acknowledges himself to be truly and lawfully bound, in his personal capacity as surety for and co-principal debtor in solidum with the Customer for the due performance of the Customer's obligations in terms hereof.

21. Inter-relation of Agreements

Where a Customer has any other agreements, commitments, obligations or any other undertakings with Orange, Orange may off-set or deduct any amounts payable under this Agreement from such other commitments, obligations or agreements.

22. Specific Terms : Livebox Talk

22.1 For the customer to receive this service, they must have a Livebox and should additionally, connect an Orange approved analogue handset to the Livebox. The customer must consult with Orange on which handset to use before connecting to the Service.

22.2 The following conditions shall be applicable for the provision of the Livebox Talk Service;

22.2.1 Orange will provide the Customer with a telephone number prior to the connection of the Service;

22.2.2 the Livebox Talk Service will not work in the event of a power failure; the Customer shall be responsible for the supply of electrical power to the Equipment and the Livebox;

22.2.3 the Livebox Talk Service will not work if the Customer's Livebox and Equipment are faulty;

22.2.4 if the Customer uses the Livebox Talk Service for an extended period of time in any one call the Service will be disconnected and the Customer would have to re-connect to the call by dialing the number again.

22.3 Orange may need the assistance of the Customer to activate the Livebox Talk Service. Where this is necessary Orange will instruct the Customer on how to assist.

22.4 Orange reserves the right to impose time limits and any other network controls to the Livebox Talk Service without giving any notice to the Customer.

22.5 The Livebox Talk Service may be impaired when the Customer uploads and/or downloads information while attempting to make a call

22.6 The Customer acknowledges and agrees that they do not own the telephone number supplied by Orange. The Customer shall not use the telephone number with any device other than the Livebox without Orange's prior consent. Orange reserves the right to change the Customers telephone number at any time without notice, if such an action is necessitated by any regulation, legislation or instruction from any authority competent. Orange will however, except for the circumstances stipulated above, give the Customer 30 days prior notice of its intention to change the Customer's number.

22.7 If the Customer does not use the Livebox Talk Service for 90 days immediately subsequent to its activation, Orange may withdraw the telephone number and the Service. In such circumstances Orange will give the Customer reasonable notice of its intention to withdraw the Service. Where the Customers telephone number and the Service have been withdrawn, the Customer may re-activate the Service by contacting Orange. Orange does not guarantee that the Customer will receive the same number they used prior to the withdrawal of the Service upon re-activation.

22.8 Upon the termination of the Service Orange may re-issue the telephone number that was allocated to the Customer.

22.10 The Livebox Talk Service is subject to limitations, Orange reserves the right to limit the duration and/or amount of calls made from this Service. Where it is in the sole discretion of Orange that the Customer is misusing the Service either by using it for commercial services or any other inappropriate manner, Orange may suspend or terminate the Services in accordance with this Agreement.

22.11 Orange reserves the right to without notice suspend or terminate the Livebox Talk Service and/or require the Customer to pay any Charges due to Orange if Orange reasonably believes that the Service is being used as follows, (whether or not such Service is being used by the Customer);

22.11.1 except in the case of corporate Customers the Service is being used in a manner not typical of residential use which manner shall without limitation includes continuous or near continuous use of the Service and subsequently incurring large call Charges,

22.11.2 where the Customer uses the Service with the intention to commit fraud or commits fraud using the Service;

22.11.3 if the Customer uses the Service in any way that may not enable Orange to recover full payment for any calls made using the Service;

23 The termination of these Specific Terms shall be in accordance with Clause 16 of this Agreement.