



To contact us :

123 on Orange mobile or 316 30 36 from any other phone for all your queries or enquiries
 Send an email to technicalsupport@orange.co.bw for your technical problems or to customerservice@orange.co.bw for all other queries or enquiries

For Official use only

New subscriber Migration (upward or downward) Add new services User ID:

Full names with first letter capital

Personal account holder

Mr. Mrs. Ms. Miss.

Name: Surname:

Date of Birth: Fax:

Telephone (work): Telephone (Home):

Occupation: Employer's Telephone:

Self employed: Yes No Gross annual income:

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 Phone:

Postal address: E-mail address:

Town / Country:

Choose your plan

Livebox 128 K : **P 299 / month** Livebox 128 K + Computer : **P 399 / month** Livebox 128 K Prepaid : **P 399 / month**

Livebox 256 K : **P 399 / month** Livebox 256 K + Computer : **P 499 / month** Livebox 256 K Prepaid : **P 499 / month**

Livebox 512 K : **P 999 / month** Livebox 512 K + Computer : **P 1 099 / month**

Livebox 1 Meg : **P 1 899 / month** Livebox 1 Meg + Computer : **P 1 999 / month** Specific offer
(only for corporates)

Contract term

12 Months 24 Months Prepaid

Services

Mailboxes included in plan

Email services

Additional mailboxes packages (4 mailboxes / package) – P 15 / monthly

E-mail 1: @orangemail.co.bw E-mail 6: @orangemail.co.bw

E-mail 2: @orangemail.co.bw E-mail 7: @orangemail.co.bw

E-mail 3: @orangemail.co.bw E-mail 8: @orangemail.co.bw

E-mail 4: @orangemail.co.bw E-mail 9: @orangemail.co.bw

E-mail 5: @orangemail.co.bw E-mail 10: @orangemail.co.bw

Some figures could be added after your username if it is already taken

Other services:

..... *(only for corporates)*

Equipment

Livebox: Included in plan CPE: Included in plan

Other Equipment: *(only for corporates)*

Customer Equipment

Put quantity for each box area

Number of Windows PC's

Number of Mac PC's

Number of Linux PC's

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

Required Documentation - attached to form. Please check and tick

- Omang / ID
- Work + Residence Permits (Non citizens)
- Utility bill (e.g. BPC, BTC or WUC)
- Payslip with bank account number OR
- 3 most recent bank statements
- P400.00 Deposit
- P.....00 - Installation Fee

Additional documentation for corporates only

- Schedule of directors
- Certificate of incorporation
- Letter requesting opening of Orange account and stating payment responsibility
- P.....00 - Other fees

Customer and Sales Agent details and Signatures

Customer Name:.....

Sales Agent:.....

Designation:.....

Date contract collected from customer:.....

Date:.....

Sales Agent Signature:.....

Signature:.....

Date ALL documentation submitted:.....

Sales Agent Signature:.....



I/We have read and understood the Orange Botswana Internet service form and agree to accept the terms and conditions attached to this form. I/We have received information regarding the geographical coverage of the Orange Botswana service. I/We confirm that all the information and in particular the identification details provided on this form are true and correct. I/we acknowledge that a credit check will be done on me/the company and that if I/we default in my/our agreement there is a possibility that I/we will be listed with the credit bureau

Important : 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 will remain for the pocket of the client.

White copy to activations / Blue copy to Installation team / pink copy to Finance / yellow copy to customer / terms and conditions

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 full contract including orange livebox terms and conditions, order form and installation acceptance form

"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, and as updated from time to time or as amended upon prior notification to the customer by Orange;

"Commencement Date" means the date of signature hereof;

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

"Connection charges" means the charges levied by Orange Botswana upon the customer in consideration for activating a service utilised by the customer;

Customer Access : Telecommunications link that is provided by Orange Botswana to the customer premises with the most relevant technologies available to Orange Botswana to provide its service to the customer.

Customer : individual or company located in Botswana in Covered Zone and having subscribed for its own need a service with Orange Botswana

Customer premises : Location that is owned or rented by the Customer and that was designated by the former to install Equipment and provide service

Equipment : Technical appliances such as modem, routers, adapters e.t.c that are used to provide the service.

Login : personal data that is given to a customer to identify itself and be able to connect to service such as Internet and e-mail.

Password : private code that is given to customer to authenticate itself when connecting to a service such as Internet and e-mail

Internet : Worldwide networks interconnecting servers and personal computers using the Internet protocol.

Internet Access : Service that enables the Customer to connect over its Customer Access to Internet.

Minimum period means a period of 12 months or 24 months depending on the contract term chosen by the customer.

Service: All priced offer that is provided to the Customer by Orange Botswana under the present contract

Orange Portal : Website where the customer can access information and connect to some services such as e-mail. Orange Portal can be accessed through the following address : www.orange.co.bw

Covered Zone : Covered Zone is the geographical perimeter within Botswana where Orange Botswana can provide its Services

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

Usage Allowance : Usage allowance is the volume of data measured in Megabit or in Gigabit that a customer is allowed 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 his/her usage allowance he/she can be charged for the volume downloaded in excess according to the tariff of his 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 an 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 a credit check referred to in Clause 1.1 above or of a technical check Orange Botswana decides that it is not able to provide the Customer with that particular Service as it implies incurring substantial charges or unsatisfactory quality of service Orange Botswana will notify the Customer and will offer to provide the next best available Service and adjust Charges accordingly. If no other services can be provided as a result of a credit check or of technical constraints (i.e. : customer is not on the wimax coverage), the Customer will be informed and refunded within 10 working days.

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

1.4 In order to provide the Customer with the Service(s) we may attach cookies to the Customer computer, system and or other Equipment we provide that are essential to enable us to identify the Customer and to facilitate the Customer 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 do 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.

2. Broadband Service

2.1 The Service gives the Customer the ability, using a computer of appropriate specification and the Equipment, to access the Internet at the Transmission Speed and to use the Service(s) to access the Member Service(s) and download and/or upload data up to any monthly Usage Allowance (if applicable).

2.2 In the event that the Customer either; exceed any applicable monthly Usage Allowance we will charge for additional usage above the Usage Allowance

3. Our Obligations

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

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

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

3.2.2 the Customer premises falls within the Service Covered Zone.

3.3 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.

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

3.5 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 will use reasonable endeavours to rectify these issues we cannot guarantee that they will be rectified by these providers.

3.6 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 endeavours 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 resolution of such faults we can not guarantee that all faults will be corrected.

4. The Customer Obligations

The Customer will be given a Username and one or more Passwords in order to access the Services and the Customer will be responsible for keeping the Customer password confidential and agree to take all necessary steps to ensure that it is kept secure. The Customer will inform us when the Customer become aware of any suspected or actual unauthorised use of the Service(s) and will take all steps necessary, including those steps requested by us to prevent such use.

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

4.2 The Customer will 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.

4.3 The Customer agree to notify us of any proposed Move/relocation and to keep the Customer Registration Details updated.

4.4 The Customer agree 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).

4.5 The Customer must not nor allow anyone else (other than someone authorised by us) to add to, modify or in any way interfere with the Equipment. The Customer agree 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. Use Of The Services

5.1 The Customer acknowledge and agree that the Service(s) are intended for its own use only 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 permit to use the Service(s) is not complying with this obligation.

5.2 In the event that the Customer relocates/Move, and the Customer want to receive the Customer's existing Service(s) at the Customer's New Location then:

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

5.2.2 the Customer may be required to reregister for those Service(s) and the Customer may be required to commit to a new Minimum Period;

5.2.3 provided that we can meet the conditions set out in Clause 1.1 and that no other technical limitations apply we will activate the Service(s) to the Customer's New Location; and

5.2.4 we reserve the right to charge the Customer for our administration and set-up costs arising from the Customer's relocation/Move.

6. Use of the Service

6.1 The Customer will not use the Service;

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

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

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

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

6.1.5 in a way that does not comply with any instructions we give the Customer under Clause 3.4;

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

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

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

6.2 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. Additional Services

7.1 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 will be required to pay additional charges to continue to do so. It is the Customer responsibility to notify us that the Customer no longer want 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 the Customer will continue to receive these services and we will charge the Customer for them

8. Equipment

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

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

8.3 We will not be liable to the Customer for any fault in and/or damage to the Equipment that is caused by the Customer's failure to install and/or use the Equipment in accordance with the operating instruction supplied 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 customer's responsibility to ensure that power is conditioned and protected with either surge protection or a UPS. Damage to Orange equipment due to power fluctuation will remain for the pocket of the client. In these cases we reserve the right to charge the Customer 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.

8.4 Provided that the Customer's is not in breach of the agreement and that the fault is not caused by the Customer 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.

8.5 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/customers premises.

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

9. Complaints Procedure

9.1 If the Customer has a complaint about any aspect of the Service(s) please let us know by calling or writing to Customer Support and we will try to resolve any complaints as soon as we reasonably can.

10. Intellectual Property Rights

10.1 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.

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

11. Charges

11.1 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 will pay the Charges in accordance with the payment terms.

11.2 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.

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

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 We reserve the right to increase the Charges at any time on giving the Customer 30 days prior written notice.

12. Changes To Services

The Customer has to contact the Orange Customer care when they want to change their current Broadband Package. A Customer is entitled to upgrade his package as he deems fit and to downgrade only after at least a period of six months from either installation or another downgrade.

13. Our Liability To The Customer

13.1 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.

13.2 We shall not be liable to the Customer;

13.2.1 for any loss or damage arising out of any loss of data or for any other loss or damage which is indirect and not reasonably foreseeable by us; or

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

13.3 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 Home Package and across all Agreements which relate to that package.

13.4 Any liability that we may have to the Customer arising in relation to any or all of the Agreements and/or Service(s) is limited to an aggregate of P5,000.

13.5 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.

13.6 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, labour disputes, declared war, civil war, terrorist act; actions of governmental entities, riots, epidemics, industry-wide recognized shortages of supplies;

14. Term and termination

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

14.2 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

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

14.4 Termination is subject to the Customer paying us any money the Customer owes us and us paying any money we owe the Customer. 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.

14.5 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 or if the customer relocates/move to a non coverage area. In which event the customer will have to furnish us with proof of relocation.

14.6 The Customer may also terminate the Agreement (by giving notice in accordance with Clause 14.2) 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.

14.7 The Customer will not have the right to terminate if;

14.7.1 the variations we have made have been imposed on us as a direct result of new legislation, statutory instrument, government regulation or licence.

14.8 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.

14.9 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:

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

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

14.9.3 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);

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

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

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

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

14.9.8 On termination of the Agreement for whatever reason, the Customer agree 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 desinstallation, we reserve the right to charge the Customer the replacement value of the Equipment.

14.9.9 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.

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

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

14.12 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.

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

14.14 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.

15. Changes To The Services Or Terms And Conditions

15.1 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.

15.2 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.

16. Disclosure of Information

The 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.