

Standard Terms and Conditions

1. Introduction

1. For references used during this agreement, "Customer", refer to the individual or entity as per section 3, "Echo Namibia" refer to Echo Telecommunication (Pty) Ltd
2. Equipment installed by ECHO NAMIBIA on Customer Premises is the property of Echo Namibia and may not be removed or tampered with unless said customer purchased said equipment from Echo Namibia before installation.

2. Purpose

1. The purpose of this agreement is to set out and regulate the terms and conditions under which Echo Namibia shall deliver its service to the Customer.
2. By Accepting this Agreement, the customer shall be entitled to request any Service provided by Echo Telecommunication (Pty) Ltd by using the provided mechanisms.
3. All of the services provided by Echo Telecommunication (Pty) Ltd on Service Order Forms are regulated and governed by this Agreement. The services have particular service conditions detailed in the Service Schedules accompanying that Service and form part of this Agreement.

3. Customer Obligations and information

1. The Customer shall provide accurate and up to date information when completing this contract.
2. Should any information change after agreement has been completed and signed, then it is the customer's responsibility to notify Echo Namibia of such changes
3. By signing this agreement, the Customer gives Echo Namibia the approval to do an ITC status check.
4. The Customer authorizes Echo Namibia to take all commercially reasonable measures to confirm correctness of the Customers information and to assess the Customer's ability to meet its obligations to Echo Namibia. Reasonable measures include but are not limited to periodically requesting and obtaining the Customers credit and financial information, from credit bureaux and other sources of such information as may be relevant to assess the Customer's credit risk and creditworthiness
5. Echo Namibia may at its own discretion, Reject or Approve a customer after a review of the customer's ITC status has been completed
6. Upon review of the customer's ITC status and credit reference checks, Echo Namibia may choose to limit a customer to a specific package which Echo Namibia deems to fit within the customer's financial capabilities. After a 6-month period, Echo Namibia may contact the Customer and offer the Customer the option to upgrade its package should both parties be satisfied with such an upgrade. An upgrade form will then have to be signed by the customer and will be added as an addendum to the existing contract.
7. In making use of the service, the customer shall, to the extent applicable, comply with the site requirements communicated to the Customer before the installation of any equipment at a customer site
8. The customer shall ensure for the duration of the Agreement, as applicable to each Service Order Form, it has secured consent from the landlord, if applicable, and shall endeavor to provide suitable access to facilities, including power and space identified by Echo Namibia as sufficient for providing the service as stipulated in the Service Order Form, Quote or Proposal.

4. Documents Required

4.1 Home User: Natural Persons

1. Copy of your ID
2. Landlord installation approval
(if property not owned by customer)
3. Bank confirmation letter
4. Proof of residence
5. Last 3-month's payslips

4.2 Corporate/SME: Natural Persons

1. Copy of all Directors / Shareholders / Partners / Members / Owners ID's
2. Landlord installation approval
(if property not owned by customer / enterprise)
3. Bank Confirmation letter
4. Company registration documents
5. Company tax registration documents

5. Provision of Service

1. There shall be a Service Order Form and/or Quote and/or Proposal for each service under this Agreement, and each Service Order Form/Quote/Proposal shall constitute an agreement between the Parties subject to and regulated by this Agreement and from time-to-time specific terms set out on the Quote or Proposal.
2. After Echo Telecommunication (Pty) Ltd has received the completed Service Agreement from the Customer, Echo Telecommunication (Pty) Ltd will ensure to deliver the service without any delay.
3. The relationship between Parties shall be that of an independent contractor, Each Party shall, at all times during the Service Agreement, perform the duties and responsibilities herein without any control by the other party. It is not permitted that either Party be an Agent of another Party. It is not permitted to make any representation, contract or commitment on behalf of the other Party.
4. Echo Telecommunication (Pty) Ltd will be entitled to use any of its affiliates or any other Service Provider to provide the Service in written notice to the Customer to such effect, provided that Echo Telecommunication (Pty) Ltd shall be and remain liable for such an appointee to ensure proper service delivery, functions and obligations.



6. Fees and Payment

1. The first month's invoice for any service will contain pro-rata usage and installation fees. This invoice is payable within 7 days after installation has been completed. Installation fees are non-refundable.
2. Pro-rata usage is calculated from the date of when the Customer's internet is installed
3. All non-Namibian citizens signing up with Echo Namibia will not be allowed to take an Echo Namibia contract exceeding a period of 12 Months. This contract is subject to the full payment in advance of the Installation fee, internet router with small built-in WiFi chipset and 12 Months full subscription fee before installation will take place.
4. Invoices for the next month's subscription will be received by the 25th of the same month and are payable in advance
5. Failure to pay will result in suspensions which will occur on the 10th of every month. If the 10th falls over a weekend, the suspension will take place the first Monday thereafter.
6. Re-activations are only done between 08h00 – 16h00, Monday to Friday. (Excluding Public Holidays)
7. Payments not reflecting in Echo Namibia's account by close of business on the 25th of each month constitute a breach of contract and subject to equipment removal and handing over for legal action.
8. Non-payment of invoices will lead to account suspensions. Suspended accounts will still be held liable for monthly subscription fees and such fees will remain outstanding until all past outstanding fees are settled in full. Suspended accounts will still be charged their monthly subscription fee regardless of no internet connection as a result of suspension due to late payment of monthly subscription fee.
9. Suspended accounts will be charged a N\$150 (ex VAT) re-activation fee which is payable with the outstanding amount before re-activation takes place.
10. The installation fee does not include a Wi-Fi Access Point. Wi-Fi Access Point can be purchased from Echo Namibia, or a customer may provide their own Echo Namibia approved Access Point.
11. From 1 April 2022 all callouts will be chargeable. This includes, but not limited to, panning of equipment, router reconfiguration, cable check, etc. Call-outs per hour during office hours will be charged at a standard hourly rate (or part thereof). Any callouts after hours will be charged at 1.5x the normal standard rate. Call-outs on Saturdays will be calculated at 2x normal standard rate. No callouts will be done on Sundays.
12. Failed debit orders will result in a bank charge being added to your account. The amount due on the failed debit order will be payable via EFT or in cash within 7 days.
13. Quotations that include a labour portion will be billed according to actual hours spent for the completion of work, even if it exceeds the labour hours quoted on quotation.
14. Any scope creep or changes that require additional labour or hardware for any scheduled project type of work will be quoted sent to the customer for approval.
15. If any scope creep or changes or time delays occur to a project in such a way that Echo Namibia cannot complete the project then all equipment and services will be invoiced even though project has not yet been completed.
16. Customer takes responsibility to insure any equipment taken on a rental basis, this includes but not limited to any VSAT devices, routers, etc. After the contract has expired, it is the customer's

7. General Terms and Conditions

1. If the CPE (client premises equipment) is stolen or damaged, it is the customer's responsibility to notify Echo Namibia immediately. Echo Namibia will charge the full amount to replace or re-install stolen equipment.
2. Acts of God are not covered by Echo Namibia and remain the responsibility of the user to insure. Any repair costs due to Acts of God damages to Echo Namibia's equipment will be for the Customer's account.
3. Any repair costs due to damages to Echo Namibia's equipment arising from negligence from the customer or power failures, will be charged for the full value of the damaged equipment to the customer. Customers are strongly advised to make sure the equipment is protected by a "surge protector or UPS"
4. If a customer removes any equipment (client premises equipment) and any damages occur to the equipment, then the Customer will be held responsible for any repair costs to get the Echo Namibia service back online.
5. Should a customer submit a relocation application then a relocation fee shall be charged. Relocation applications should be submitted 30 days in advance. Additional costs will be applicable for relocations submitted within 7 days of relocation. Relocations cannot be scheduled over weekends, public holidays or between 30 December – 2 January of any year.
6. It remains the customer's responsibility to pre-determine whether Echo Namibia can provide the same service at the new address of relocation application.
7. Should a customer move or relocate to an address not located within an Echo Namibia coverage area, the full amount of contract value for period left will be payable by customer.
8. Customers are strictly prohibited from tampering or de-installing the CPE (client premises equipment) during relocations, cancellations or in general.
9. Echo Namibia may charge a customer a call-out fee at an hourly rate for any maintenance needed on an internet link where negligence from the customer side was found.
10. Standard non-SLA support will be provided from 08h00 to 17h00, Mondays to Fridays and from 09h00 to 12h00 on Saturdays. Should support be required after hours or at weekends then it will be charged extra as per clause 6.11.
11. Echo Namibia reserves the right to change/alter all non-recurring fees at its sole discretion through a 30-day prior notice sent to the customer.
12. Echo Namibia reserves the right to suspend/block a customer link should we detect a cybersecurity threat originating from within the customer network and shall notify the customer in writing and allowing for a 24-hour remediation period for such a threat.
13. Approval of the customer's application for migration to a lower Service Plan is not guaranteed and is subject to Echo Namibia's sole discretion.
14. Material that can disturb or deteriorate the Network Equipment and the telecommunication installation must not be connected to the network. Echo Namibia reserves the right to suspend the Services and shall notify the customer in writing and allowing for a 24-hour remediation period for such a threat, if there exists any material that may cause interference to the network, network equipment and/or pose hazards to human life.
15. All risk in and to any network equipment supplied by Echo Namibia shall pass to the customer on the date on which the network equipment is installed at the customer's premises
16. The customer shall not transfer any network equipment to a third party
17. Echo Namibia shall use its best endeavors to provide and maintain availability of the services to the customer throughout the period of this agreement, but does not warrant that the same will be provided without interruptions that may occur because of force majeure (Clause 17)
18. Echo Namibia shall rectify any fault that may arise at the earliest possible time and as prescribed by regulations as amended from time to time
19. Echo Namibia reserves the right to charge fees in respect of after-hours callouts as per clause 6.11
20. Echo Namibia reserves the right to vary the general terms and conditions of this Agreement at its discretion to reflect changes in applicable legislation, regulatory requirements, or standard terms imposed by its suppliers. Such non-material changes may be communicated to the Customer in writing or published on Echo Namibia's website and/or at its principal place of business. Continued use of the Services shall constitute acceptance of such changes.
21. Any material changes to the Agreement—including but not limited to changes in pricing, service levels, or core service conditions—shall be communicated to the Customer in writing with at least thirty (30) days' advance notice.
22. Such material changes shall be subject to mutual agreement between the parties. If mutual agreement cannot be reached, the Customer shall have the right to terminate the affected service without incurring early termination penalties, provided such termination is directly related to the proposed material change.
23. Echo Namibia cannot be held liable for any service delivery disruptions that occurs but is not limited due to new buildings or towers being erected and/or growth of trees and plants that may obstruct or obscure the quality of RF signal to Echo's towers during service delivery contract period. Should this occur Echo Namibia will still hold the customer liable for the payment of the contract. Echo Namibia will always try our utmost to find alternative methods or solutions to restore connectivity or migrate customer to fibre at an additional fee.

8. Service Warranties

1. Echo Namibia Core Network is subject to 99.8% availability and is currently measured monthly. Core Network consist of all Telecommunication equipment connected to the Echo Namibia Back Bone in every Town such as Routers, Wireless or Wired Back Haul links and Base Station Sectors.
2. Echo Namibia shall take all reasonable technical and organizational measures to ensure the security and confidentiality of Customer data transported through, stored on, or terminated on Echo Namibia's networks, in accordance with applicable laws and international standards (including the African Union Convention on Cyber Security and Personal Data Protection). However, the Customer remains the primary data controller and is responsible for ensuring that its data is protected in accordance with all applicable legal requirements and best practices.
- 2.1. Echo Namibia shall not be liable for any loss, damage, or unauthorized access to Customer data that arises from the Customer's failure to comply with its obligations under this Agreement, including but not limited to the failure to implement appropriate data protection measures (e.g., antivirus software, encryption, or access controls) prior to transmitting or storing data on Echo Namibia's networks.
- 2.2. The Customer acknowledges that it is responsible for:
 - a) Ensuring that its data is properly secured and compliant with all applicable data protection laws before transmission or storage on Echo Namibia's networks;
 - b) Providing Echo Namibia with any necessary instructions, information, or support to enable Echo Namibia to fulfil its obligations under this Agreement; and
 - c) Cooperating with Echo Namibia in the event of a data breach or security incident.
3. Echo Namibia shall promptly notify the Customer of any suspected or actual breach of data security involving Customer data and shall assist the Customer in mitigating the impact of such a breach.
4. Echo Namibia does not provide "Last Mile Access" warranty on broadband services.
5. If "Last Mile Access" is affected by Acts of god beyond Echo Namibia's reasonable control such as floods, earthquakes, rust, high winds, etc. – then the cost of repairs or replacement of poles, brackets, etc. will be charged to the customer's account.
6. Echo Namibia only provides "Last Mile Access" warranties on SD-WAN and DIA (Dedicated Internet Access) products if such an agreement was reached with the Customer. This is based on a separate Service Level Agreement that needs to be signed and is not included in this Agreement.
7. Last Mile Dedicated Access percentage guarantees are subject to the following:
 8. a) Single last mile with single router – 97.5%
 9. b) Dual last mile with single router – 99.8%
 10. c) Dual last mile with dual routers in cluster – 100%
11. No person is permitted to re-sell Echo Namibia's services without prior consent given by the appropriate Echo Namibia personnel and a signed "re-seller agreement."
12. Echo Namibia provides an internet router with a small WiFi chipset built in. Under no circumstances do we guarantee WiFi coverage to the whole premises. Should customer have specific WiFi requirements, then they should contact Echo Namibia's sales department for a full WiFi Enterprise solution.
13. **Echo Namibia's VSAT** is a soft-capped service, and internet connection will be automatically suspended once the soft-cap limit is reached as per signed contract. Echo Namibia's sales team can be contacted to buy additional VSAT data at an additional cost. Additional VSAT data should be paid upon the next payment run. VSAT is a satellite internet service for areas where fibre or Microwave is not an option. Latency from a KA-band VSAT site to the internet is normally higher than normal fibre or Microwave. Latency from a LEO VSAT site to the internet is normally slightly higher than normal fibre or Microwave.
14. **Echo Namibia's Broadband Service** is a best effort solution available on Microwave or Fibre. Echo Namibia guarantees a minimum of 60% capacity on any broadband package at any given time due to this being a shared service, subject to no environmental interference or physical obstruction. Echo Namibia's broadband service does not include an SLA or 24/7 support. Support will only be done during business hours from 08h00 to 17h00. Field or site service callouts for broadband customers will be attended to on a best effort timeline and no guaranteed timelines. Customers can notify the Echo Namibia sales department should they wish to secure an SLA with their contract, for which a separate agreement needs to be signed at an additional cost.
15. **Echo Namibia's Broadband Service support is only during the following times:**
 - a) Monday to Friday from 07h30 to 17h00
 - b) Saturday from 09h00 to 12h00
16. **Echo Namibia's DIA (Dedicated Internet Access)** includes a basic SLA, Router and 24/7 support. This is a dedicated internet service available on Microwave or Fibre.
17. **Echo Namibia's MPLS (Multi-Protocol Layered Switch) and/or Layer 2 service** includes a basic SLA, Router and 24/7 support. This is a dedicated Layer 2 service available on Microwave or Fibre.

9. Collection Commission and Interest

1. All costs and disbursements, including legal costs incurred by Echo Namibia in collecting or endeavoring to collect outstanding fees due by the customer is payable by the customer to Echo Namibia or their legal representative.
2. Should the Customer fail to pay on or before the due date any amount falling due or payable to Echo Namibia under or arising from this agreement, then, without prejudice to such rights as may accrue to Echo Namibia, such overdue amounts shall bear interest at the prime overdraft rate charged from time to time by Echo Namibia Banker.
3. In the case of removal of equipment after termination of contract, the customer will be notified of a time slot during business hours (Monday to Friday – 08h00 to 16h00) in which the removal of equipment will take place by Echo Namibia. If the customer fails to adhere to this confirmed date/time arrangement, they will be allowed 14 days in which to deliver the equipment to Echo Namibia's office. Failure to do so will result in equipment charges being added to the customer's account. If these charges are not paid, account will be handed over to Echo Namibia's debt collectors.
4. Following from 9.3, should Echo Namibia be unable to get hold of the customer to confirm the removal of equipment for a period no longer than 10-days then this will result in equipment charges being added to the customer's account. If these charges are not paid, account will be handed over to Echo Namibia's debt collectors.
5. Following from 9.3, if a customer has relocated from premises where Echo Namibia's equipment is installed, then it remains the responsibility of the customer to make sure that Echo Namibia obtains access to the premises for removal of equipment or that equipment is delivered to Echo Namibia's office. Failure to do this will result in equipment charges being added to the customer's account. If these charges are not paid, account will be handed over to Echo Namibia's debt collectors.

10. Duration

1. This agreement will commence upon activation of the service and is valid for the duration of the contract period.
2. After the contract period has been reached, the contract automatically re-news on a month-to-month period and a full calendar month cancellation notice is required to be sent to Echo Namibia. This needs to be done in writing via email.
3. Downgrading of customer contracts to lower premium packages or contract periods are strictly prohibited during initial contract period. Downgrades are only applicable after the initial contract period has expired. A full buyout of the current contract will be charged to the customer should the customer request a downgrade during the current contract period.
4. Upgrading of customer contracts to higher premium packages will be allowed pending an ITC check. A customer is required to sign a new contract for the higher premium for the same period

11. Termination

1. Early contract termination by the client will result in the full balance of contract period remaining to be paid to Echo Namibia.
2. Should Echo Namibia be unable to remove the equipment at a customer's home, due to cancellation or non-payment because the customer refuses Echo Namibia access to do the removal, then the cost of equipment will be added to the customer's account after a 14-day period. As per clause 9.3
3. One calendar month notice is required for termination and cancellation request needs to be sent before the 20th of previous month.
4. Invoicing will continue to be billed towards the client until all equipment belonging to Echo Namibia is retrieved
5. Should any equipment not be retrieved then the client will be held liable for the full cost of equipment
6. Should the customer fail to pay any charges in terms of this agreement, or should Echo Namibia terminate this agreement from whatever cause arising, or should Echo Namibia institute action against the customer pursuant to a breach by the customer of this agreement, then Echo Namibia shall be entitled to recover all legal costs and other costs incurred by it, which shall include but not be limited to:
 - a) Costs in connection with locating the customer;
 - b) All legal costs on the attorney and own clients scale;
 - c) Collection commission that may legally be recovered from the customer by Echo Namibia attorney or collection agent as well as locating charges or any other costs or charges of whatsoever nature, on the amount collected;
 - d) Echo Namibia shall have the right to deduct such default amounts from any other existing bank or building society account (s) of the customer as it deems fit, this right shall extend to third parties
7. Cancellation notice to be sent to accounts1@echonamibia.com.na or accounts@echonamibia.com.na. The billing email address is a no-reply email address and no notice of cancellation sent to that email address or any other addresses than the two mentioned, will be accepted.
8. Cancellation notice will start once letter received from Echo Finance Department stating cancellation date and costs (if any), has been signed and sent back.

12. Liability

1. The parties agree that any liability to the other Party for losses hereunder shall be limited to direct damage.
2. The Parties agree that they shall not under any circumstances be liable to one another for any loss regarded in law as indirect, special, incidental, consequential, punitive, or exemplary damages or which damages arise out of in connection with this Agreement
3. Without limiting this clause, Echo Namibia shall not be liable to the Customer for:
 - a) The failure of Echo Namibia to supply and/or deliver any Service and/or provide installation of any equipment on a specified date unless such date has been agreed to in writing, and such failure is solely attributable to Echo Namibia. The recourse available to the Customer shall be limited to Service Credits for such Service as set out in the applicable Service Schedule;
 - b) The Interruption, suspension or termination of Service for Force Majeure
 - c) Any costs arising from unauthorized access;
 - d) A mistake arising from the installation that neither Party was aware of at the time;
 - e) Use of equipment or devices, including Echo Namibia's equipment and Customer Premises Equipment used by the Customer to access the service by the customer or any third party acting on behalf of the Customer; and/or
 - f) Loss or damage arising from lost, damaged or corrupt data due to reasons not attributable to Echo Namibia
4. Echo Namibia can only be held liable for a breach of this agreement should be proven to be as a result of direct intended negligence
5. None of the Parties shall be responsible for the breach of this Agreement or its related Service Order Form because of Force Majeure
6. In no event shall the total collective liability for any claims (including negligence) exceed the amount paid by the Customer for the Service within the Echo Namibia financial year before the date the claim was made.
7. Nothing in this Agreement shall operate to exclude or restrict either Party's liability for death or personal injury resulting from negligence or any warranty provided herein.

13. Law and Jurisdiction

1. This agreement and the relationship of the parties in connection with this agreement shall be governed and determined in accordance with the applicable laws of the Republic of Namibia.
2. The Customer hereby consents to the jurisdiction of the Magistrate Court having jurisdiction over the person in respect of any action by the company arising from this agreement or cancellation hereof.

14. Breach of agreements

1. If either party breaches any provision of this agreement including payment terms and if such breach is not cured within fourteen (14) days after receiving electronic notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect within 5(five) days upon receipt.
2. Customer has the right to view Echo Namibia Dispute Policy and or to escalate disputes directly to CRAN (Communications Regulatory Association of Namibia)

15. Domicilium Citandi Et Executandi

The Customer hereby selects as his domicilium citandi et executandi as the address per contract details where he will receive all notices or any other document at the given address.

16. Indemnification

1. Customer will indemnify, defend and hold Echo Namibia Service Provider, its officers, directors, employees, agents, affiliates and suppliers harmless from and against any claims, actions, demands losses, damages and expenses, including attorney fees relating to any violation including but not limited to, a breach by Customer, its end users or other users of its account of their obligations with regard to the Service, the placement or transmission of any message, information, software or other materials on the Internet by the Customer, its end users or other users of its account. This indemnification will survive the termination of the Service Term.

17. Force Majeure

1. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption, or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, national power grid blackout or other similar events beyond the reasonable control of such party, provided that:
2. The party relying upon this force majeure event gives prompt written notice thereof; and
3. takes all steps reasonably necessary to mitigate the effects of the force majeure event.
4. provided further that in the event a force majeure event extends for a period more than thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

18. Variation of Charges and Terms

Echo Namibia reserves the right to vary the terms & conditions of this Agreement at its sole discretion, whether as a result of new legislation, statutory instruments, government licenses, amendments to the standard terms and conditions of Echo Namibia, any similar event or not and the Customer hereby consents to the said variation. Echo Namibia may at its sole discretion, elect to notify the Customer of any variation in writing or to publish such variation on its website and or at its principal place of business.