PARATUS

Terms & Conditions

Personal Information

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

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

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

("the Personal Information")

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

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

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

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

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

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

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

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

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

About these Terms and Conditions

1. These Terms and Conditions ("Terms") set out how you may use the products and services provided by Paratus Telecommunications (Pty) Ltd ("Paratus").
2. By subscribing to, purchasing, or using any Paratus service, whether fixed, mobile, bolt-on, SIM pack, device, or through the Paratus App, you agree to these Terms, along with any additional product or promotional conditions that may apply.
3. These Terms apply in addition to service agreements, policies, and regulatory requirements. Where there is a conflict, the more specific product or regulatory terms will apply.
4. Paratus may update these Terms from time to time. The latest version will always be available on our website (www.paratus.africa/namibia) and will apply from the date of publication.

General Terms of Service

Service Availability

1. Paratus services are only available in areas where we have network coverage. Customers should check service availability in their area before signing up, as Paratus cannot guarantee service outside of its coverage footprint.
2. For mobile services, customers must ensure that they use compatible devices (including 4G, 5G, VoLTE, and VoWiFi where applicable).
3. Certain features, such as VoLTE and VoWiFi, may not be automatically enabled by device manufacturers and may also require activation on the Paratus network. Customers are responsible for confirming that their handset supports these functions and that the relevant features are enabled on their device. Paratus will activate the service on its network where applicable, but performance cannot be guaranteed on unsupported, non-certified, or non-enabled equipment.

PARATUS

Contract Periods & Pricing

1. Services may be provided on:
    1. Fixed-term contracts (e.g. 12, 24, or 36 months),
    2. Month-to-month contracts,
    3. Once-off services, such as installations, activations, SIM packs or device purchases,
    4. Time-based services, such as daily, weekly, or prepaid bundles with a specified validity period. Unless specifically stated, unused allocations do not roll over and will expire at the end of the validity period.
2. Installation, setup, SIM or activation fees may apply depending on the product or package purchased. A GoSIM Pack is a once-off fee, and separate connection fees may apply. Connection fees may differ between a physical SIM and an eSIM. All applicable charges will be communicated at the time of sale.
3. Discounts and promotions only apply where specifically stated. Certain customer categories, such as pensioners and corporates, may qualify for discounts as specified by Paratus. Only the highest applicable discount will apply, and discounts cannot be combined.

VAT & Billing

- All prices are in Namibia Dollar (N$).
- Residential services are zero-rated for VAT. Business services include 15% VAT, which will be clearly shown at checkout or on invoices.
- Prices displayed as exclusive of VAT unless otherwise indicated.
- Billing is monthly in advance unless otherwise specified. Pro-rata billing applies where services start mid-cycle.

Payments

1.
    1. Payments can be made by debit order, EFT, debit card, credit card or securely through the Paratus App.

2. Debit/credit card payments are processed via a secure payment gateway using a secure payment gateway. Customer data is processed in accordance with Namibian law and Paratus' privacy policies.
3. App purchases and once-off/time-based services are final and non-refundable once activated or completed.

- Services may be suspended if payments are late, and reconnection fees may apply.

Credit & Financial Checks

1.
    1. For postpaid services, device financing, or hire purchase, customers consent to financial screening.
    2. Paratus may decline an application or require a deposit if credit checks indicate a higher risk.
    3. Deposits may also be required for postpaid services or certain packages, as determined by Paratus. Deposits may be applied toward outstanding balances or forfeited if a customer defaults on payments or terminates early.

2. ***Suspension & Termination***
    1. Services may be suspended or ended by Paratus, including but not limited to:
        1. Payments are overdue,
        2. Services are used unlawfully, or
        3. Network integrity and security are at risk.
    2. Customers remain responsible for fees due, including any early termination charges, if applicable. Where a deposit has been paid, Paratus may apply the deposit toward outstanding amounts or retain it if the customer defaults.

3. ***Tethering***

1. Tethering means using your mobile phone as a hotspot to share its internet connection with other devices (such as laptops or tablets).
2. Some mobile data plans include tethering, while others may limit or restrict it to ensure fair network usage.
3. Product-specific terms will explain whether tethering is available on your chosen plan.

Installations & Customer Premises Equipment (CPE) – Fixed Services

1.
    1. The customer must provide safe access to the premises, obtain any landlord/body corporate permissions, and ensure power and suitable internal wiring.
    2. CPE supplied on a rental/loan basis remains Paratus property and must be returned in good working order on cancellation; non-return or damage fees may apply.
    3. Risk of loss or damage to customer-owned equipment rests with the customer.

- Installation dates are scheduled on a best-effort basis and may change due to site readiness, permitting, or third-party dependencies.

Compatible Devices

1.
    1. Paratus services require compatible customer devices and equipment, including (where applicable) 4G, 5G, VoLTE, and VoWiFi-enabled devices, routers, or customer premises equipment.
    2. Certain features, such as VoLTE and VoWiFi, may not be automatically enabled by handset manufacturers and may also require activation on the Paratus network.

- Customers are responsible for ensuring that their devices meet the technical requirements of the selected service and that relevant features are enabled. Paratus will activate the service on its network where applicable, but

performance cannot be guaranteed on unsupported, non-certified, or non-enabled devices.

Migration Policy

1. These Terms apply to all Paratus customers, including fixed-term, mobile, hybrid, and once-off customers. Where a customer has also entered into a Service Agreement, the terms of that Service Agreement will take precedence in the event of a conflict.

2. Downgrades from an existing package to a smaller or lower-tier package are permitted, subject to terms and conditions. Customers may either:
    1. Remain on their current plan until expiry or continuation on a month-to-month basis, or
    2. Request a downgrade in accordance with Paratus' downgrade rules and applicable charges or conditions, or
    3. Upgrade to a higher-value service package offered by Paratus. For fixed-term services, no cancellation penalty will apply in the case of an upgrade.

3. For migrations involving a different service or technology (e.g. moving from fixed to mobile, or mobile to hybrid), customers may be required to conclude a new Service Agreement with Paratus, in line with the novation provisions contained in the Service Agreement.

4. Hybrid and once-off services may be upgraded or topped up at any time in accordance with product-specific terms, but are not eligible for downgrades.

5. Where Paratus is scheduled to launch new products within two (2) weeks of a migration request, Paratus may recommend that customers wait for these offerings before making changes to their current plan.

6. All migration requests are subject to product availability, technical feasibility, and applicable billing rules.

Network Use Policies

Standard Shaping Policy

1.

    1. To ensure fair and high-quality access for all customers, Paratus may apply network traffic management ("shaping") during peak business hours (Monday to Friday, 08h00 – 18h00).
    2. Shaping is only applied to specific traffic types, namely peer-to-peer file sharing (torrent downloads) and large system/software updates (e.g. Windows, iOS, Android).
    3. Normal internet browsing, streaming, and business-critical services are not affected by standard shaping.

2. ***Fair Usage Policy (FUP)***

    1. Paratus provides internet services on a shared network basis. To maintain fair access, we apply a Fair Usage Policy (FUP) to certain products.
    2. The FUP allows all customers fair access by slowing down ("throttling") certain traffic types or users who exceed their allocated thresholds during peak times.
    3. Throttling means the speed of data transfer may be deliberately reduced to balance network usage for everyone.
    4. Each product has a defined usage threshold, which is published in the product-specific terms. Once reached, speeds may be reduced for the remainder of the billing cycle.
    5. The FUP is dynamic and may be adapted from time to time based on overall network demand.

Acceptable Use Policy (AUP)

1. The AUP sets out how our services may (and may not) be used. It is designed to protect:

1. The integrity, reliability, and security of Paratus' network,
2. The quality of service for all customers, and
3. Compliance with applicable Namibian law.

2. General Responsibilities
    1. Customers are responsible for all use of their service, including use by family members, employees, or any third party with access to their account.
    2. Customers are responsible for the security of their accounts, passwords, and devices.
    3. Customers are responsible for ensuring minors using their account do so safely and lawfully.
    4. Customers must comply with all applicable laws, regulations, and licensing requirements.

3. Prohibited Activities
    1. Use of Paratus services is not permitted for:
        - Creating, storing, or transmitting unlawful, obscene, defamatory, discriminatory, or threatening material.
        - Sharing or downloading content that infringes copyright, trademarks, or other intellectual property rights.
        - Sending spam or unsolicited communications or failing to honour unsubscribe requests.
        - Hosting, distributing, or transmitting malware, viruses, or malicious software.
        - Attempting to gain unauthorised access to another account, network, or system.
        - Phishing, impersonation, or misrepresentation of identity.
        - Using services to promote or transact in illegal or regulated goods without proper authorisation (e.g. weapons, drugs, counterfeit goods).

- Activities that degrade, disrupt, or harm the operation of Paratus' network or other customers' services.

2. In addition to the restrictions already listed, customers may not:
    - Provide false, misleading, or incomplete information when registering a SIM card or service.
    - Fail to comply with SIM registration requirements under Namibian law (Communications Act, 2009 and any regulations issued from time to time).
    - Use a SIM card or service registered in another person's name without their consent.

4. Enforcement
    1. If the AUP is violated, Paratus may take one or more of the following actions:
        - Issue a warning (verbal or written),
        - Suspend the customer's service (temporarily or permanently),
        - Suspend or block SIM cards that are not properly registered,
        - Charge administrative fees or costs related to investigation,
        - Disconnect services or terminate the contract,
        - Share details with other service providers or law enforcement where required,
        - Institute civil or criminal proceedings where applicable.

Mobile Service Terms

SIM Registration & Activation

1.
    1. All SIM cards must be registered in accordance with Namibian law (Communications Act, 2009 and CRAN regulations).

2. A SIM activation fee may apply, as specified in the applicable product terms.

3. Customers must provide accurate and up-to-date information when registering a SIM. False or misleading details may result in service suspension or termination.

4. SIMs may only be used by the registered customer, unless Paratus has been notified of and approved the transfer of a SIM.

5. Telephone numbers and SIM cards are allocated by Paratus and may be reclaimed or reassigned in accordance with regulatory requirements.

6. For minors, SIM registration requires a parent or legal guardian's consent and supporting documentation.

Coverage & Service Availability

1.

    1. Mobile services are available only within the Paratus mobile network coverage footprint.

    2. Customers should confirm mobile coverage at their location before purchasing, activating, or using a SIM pack or mobile service.

    3. Service quality may vary depending on location, device compatibility, signal strength, and environmental conditions.

4. Roaming services, where supported, may be subject to additional fees and terms.

5. Best-Effort: Mobile services are provided on a “best-effort” basis. This means that while Paratus aims to provide reliable and high-quality service, actual speeds and performance may vary due to network demand, location, signal strength, and other factors beyond Paratus’ control.

Handsets & Devices (Bolt-ons)

1.

    1. Handsets & devices may be purchased upfront, on hire purchase (HP), or as part of a service package (subject to credit approval). Handsets may only be purchased with an active Paratus service and form part of service enablement.

    2. Handsets may be purchased on a HP basis together with a Paratus service. Where handsets are financed, a deposit may be required in accordance with the applicable service agreement or related financing terms.

    3. Devices provided under financing or hire purchase remain under Paratus’ control until the device is fully paid off. Customers are responsible for the reasonable care, safekeeping, and use of such devices.

    4. Out of Box Failure (OBF): If a new handset or modem is found faulty within 48 hours of purchase, it may be returned for replacement subject to assessment and standard OBF conditions (e.g. original packaging, no physical damage). Devices also carry the manufacturer’s standard warranty, which applies after the OBF period and is subject to the manufacturer’s terms and conditions.

5. Only one device or bolt-on may be linked to each service/connection, unless otherwise specified.

6. Customers are responsible for insuring devices against loss, theft, or damage. Handset financing is subject to additional credit and financial checks in line with Paratus' policies.

Mobile Device Locking (MDM Software)

1.

    1. Devices purchased on financing or hire purchase may have Mobile Device Management (MDM) software installed.

    2. In the event of non-payment, the device may be locked remotely, limiting its functionality until payment is received.

    3. Once arrears are cleared, full functionality will be restored.

    4. After the device is fully paid (whether by completing the financing term or early settlement), the MDM software will be permanently removed.

    5. Limited functions (such as emergency calls) may remain available during a lock period.

Mobile Service Usage

1.

    1. Tethering: Some mobile data plans allow customers to use their device as a hotspot to share data with other devices. Product-specific terms will state whether tethering is permitted.

2. Speed and performance may vary depending on network capacity, coverage, and the selected plan.

3. Mobile data plans may include specific conditions depending on the product selected. For uncapped plans, speed restrictions (e.g. 10 Mbps) may apply. For gig-based plans, a defined allocation of data is provided, which may also include time-based features (e.g. NightSurf access between 00h01 – 05h59). Product-specific terms will set out these conditions.

4. Customers are responsible for any charges incurred while using roaming services or third-party content.

5. Prepaid bundles and time-based packages (e.g. hourly, daily, weekly, or monthly allocations) are valid only for the period stated at purchase. Unless specifically stated, unused data, minutes, or services will not roll over to the next period and will expire at the end of the validity window.

6. Paratus is not responsible for third-party content, applications, or services accessed using its network or billed via Paratus. Responsibility for such services lies with the relevant third-party provider.

Number Portability & SIM Replacement

1.

    1. Mobile number portability is not currently available in Namibia. If you change the package or service linked to your MSISDN, the terms of the new package or service will apply from the date of change.

    2. SIM swaps or replacements may require positive identification and a replacement fee.

3. You are responsible for usage and charges on your SIM until loss/theft is reported to Paratus; we may block the SIM once notified.

4. Paratus may temporarily suspend services during investigation of suspected SIM-swap fraud or misuse.

Applications & Self-Service Portals

Customer Responsibility

1.

    1. Customers are fully responsible for any actions taken using their login credentials on Paratus' applications, self-service portals, or online platforms.
    2. Secure authentication methods, including login confirmation sent by email (or other methods introduced by Paratus from time to time), may be used as proof of authorisation for transactions or service changes.
    3. Customers must keep login details confidential. If a customer suspects unauthorised use or a possible security breach, they must immediately notify Paratus by logging a support ticket through the app/portal or using the official support channels.
    4. Paratus is not responsible for losses caused by unauthorised access to a customer's account, unless the access happened because of negligence or wrongful action by Paratus.

Purchases via the Paratus App

1.

    1. Services and products may be purchased directly through the Paratus App using secure payment gateways.
    2. All app purchases are final and non-refundable once activated or completed.
    3. Customers are responsible for ensuring they select the correct package or product before completing a purchase.
    4. *Customers are responsible for ensuring that recharges, payments, and bundle purchases are made to the correct account and MSISDN.*

5. *Once a recharge or bundle is applied to a number, it cannot be transferred, reversed, or refunded.*
6. *Paratus will not be liable for customer errors in selecting or entering an account or MSISDN during recharge.*

Payments & Card Security

1.
    1. Paratus does not store customer credit card details.
    2. Debit/credit card payments are processed via a secure payment gateway using a secure payment gateway. Customer data is processed in accordance with Namibian law and Paratus' privacy policies.
    3. If a payment fails, services linked to that payment may be suspended until successful settlement.

Service Management

1.
    1. Customers may use the Paratus app and portals to:
        1. View usage, balances, and invoices,
        2. Purchase bundles or services,
        3. Manage accounts and linked services,
        4. Pause or cancel certain packages where allowed.
    2. Availability of features may vary depending on the customer's package or product.

Ask me anything (AMA) – Artificial Intelligence Tool

1. This AI tool provides general information only – not final quotes or binding offers.
2. For official pricing, promotions, and service commitments, please speak with our authorised sales representatives in-store or utilise online self-services.
3. Always verify AI-provided information through official channels before making any purchasing decisions.

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Promotional Terms & Conditions

General Rules

1. Promotional offers are valid only for the specified period and while stocks last.

2. Unless otherwise stated, all standard Paratus Terms & Conditions apply to promotions.

3. Promotional products are subject to network coverage, availability, and eligibility requirements.

4. Discounts, free services, or add-ons provided as part of a promotion will end once the promotional period expires.

5. Unless explicitly stated, unused data or minutes from a promotional package do not roll over or accumulate.

Marketing & Communication

Consent to Receive Communication

1.
    1. By providing contact information (such as mobile number or email), customers consent to Paratus contacting them about products, services, and service-related updates through channels including SMS, email, WhatsApp, and other official digital platforms.

    2. Customers may opt out of marketing communications at any time by contacting Paratus directly.

3. Network and service-related messages (such as billing, network notices, or security alerts) are not considered marketing and will continue to be sent even if a customer opts out of marketing.

Privacy & Data Handling

1.

    1. Paratus respects the privacy of its customers and handles personal information responsibly.

    2. Customer details will not be sold or shared with unauthorised third parties.

    3. Payment details are not stored by Paratus and are only processed via secure, accredited payment providers.

    4. Paratus may update its privacy and data handling practices from time to time in line with best industry practice and any future regulatory requirements.

    5. Customer data is processed in line with internal privacy policies.

    6. Paratus may introduce self-service tools to allow customers to manage their data and marketing preferences.

Liability, Indemnity & Reservation of Rights

Limitation of Liability

1.

    1. Paratus provides its services using reasonable care and skill but cannot always guarantee uninterrupted or error-free performance.

2. Paratus is not responsible for:
    1. Service interruptions, delays, or failure to provide services caused by events beyond its reasonable control, including but not limited to power failures, natural disasters, strikes, regulatory actions, weather conditions, or acts of third parties,
    2. Delays or non-performance by upstream providers,
    3. Customer equipment, devices, or software failures,
    4. Loss of data, business opportunities, profits, or anticipated savings.

3. To the fullest extent permitted by law, Paratus will not be liable for indirect, incidental, or consequential damages.

Indemnity by Customer

1.
    1. Customers agree to indemnify and hold Paratus harmless against any claims, damages, or costs arising from:
        1. Unlawful or prohibited use of services,
        2. Breach of these Terms,
        3. Sharing, distributing, or hosting unlawful content,
        4. Any third-party claims resulting from the customer's use of the services.

    2. This indemnity covers reasonable legal costs, regulatory fines, and any losses incurred by Paratus as a result of customer actions.

Reservation of Rights

1.

1. Paratus reserves the right to:
    1. Monitor and manage network traffic to maintain service quality,
    2. Suspend, restrict, or terminate services where Terms are breached,
    3. Remove content deemed unlawful, harmful, or otherwise objectionable,
    4. Modify, update, or withdraw products and services when necessary,
    5. Take action (civil or criminal) to protect its network, operations, and customers.

2. Failure by Paratus to enforce any provision of these Terms does not constitute a waiver of its rights.

Dispute Resolution

Customer Support

1.
    1. Customers are encouraged to first raise any service issues, billing queries, or complaints with Paratus' customer service team via the official support channels.

    2. Paratus will investigate and work to resolve the matter in good faith and within a reasonable timeframe.

Escalation

1.
    1. If a complaint is not resolved to the customer's satisfaction, it may be escalated internally to a Paratus manager or designated escalation team.

2. Customers may also request written confirmation of the outcome of their complaint.

Regulatory Referral

1.

    1. If a complaint cannot be resolved internally, it may be escalated to the Communications Regulatory Authority of Namibia (CRAN) – Tel: +264 61 222 666, www.cran.na, or through any channels as updated by CRAN from time to time.

General Provisions

- These Terms, together with any product-specific and promotional terms, form the entire agreement between the customer and Paratus regarding the services.
- Paratus may update or amend these Terms, or vary or withdraw specific products, packages, or promotions, from time to time. Where required by law or regulation, such changes will be submitted to the Communications Regulatory Authority of Namibia (CRAN) for approval prior to implementation. Customers will be notified of material changes in advance through appropriate communication channels (such as SMS, email, or website notice). Where a change materially reduces the service offering during a fixed-term contract, customers will be entitled to cancel the affected service without penalty, subject to settlement of any outstanding amounts owed to Paratus.
- If Paratus does not enforce any part of these Terms, this does not mean it waives the right to enforce them later.
- If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force.
- These Terms are governed by the laws of the Republic of Namibia. Any disputes may be brought before a competent court in Namibia, and Paratus reserves the right to choose the appropriate court with jurisdiction.
- Official communications may be sent by email, prepaid registered post, or hand delivery to the contact details provided by the customer. Legal notices to Paratus may be sent to legal.na@paratus.africa.
- The customer may not cede, assign, or transfer any rights or obligations under these Terms without Paratus' prior written consent. Paratus may cede, assign, or

transfer its rights or obligations (in whole or in part) to an affiliate or successor without notice.

- These Terms were last updated on 4 September 2025. The version published on the Paratus website replaces any earlier versions.