

## Subscriber Application Form



Are you an existing subscriber of CTV

Cable TV Service YES  NO

Digital Cable TV YES  NO

**Broadband internet**

*Transform your Online Experience*

**A: Customer Details (Primary Account):**

Name:		Date:	
<i>First Name</i>	<i>Middle Name</i>	<i>Last Name</i>	
Office / Employer		Job Title	Tel / Fax Office:
Home Tel:	Cell	Email	
Address:			
<i>Building Name</i>		<i>Street</i>	
<i>Plot No</i>		<i>Block / Floor</i>	<i>P.O. Box No.</i>
City / Town		Area	

**B: Customer Details (Secondary Account)** To be completed if a secondary Internet connection is required on a different address. (Port Charges will be applicable depending on the Number of PC to be connected)

Name:		Date:	
<i>First Name</i>	<i>Middle Name</i>	<i>Last Name</i>	
Home Tel:	Cell	Email	
Address:			
<i>Building Name</i>		<i>Street</i>	
<i>Plot No</i>		<i>Block / Floor</i>	<i>P.O. Box No.</i>
City / Town		Area	

<p><b>C: Residential Broadband Internet Service</b></p> <p><b>INTERNET CONN. CHARGES APPROX \$ 120.</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>No: of DAYS</th> <th>PACKAGE</th> <th>SPEED</th> <th>COST</th> </tr> </thead> <tbody> <tr style="background-color: #d9ead3;"> <td>30 Days Validity</td> <td>4 GB</td> <td>2048 KBPS</td> <td>\$52</td> </tr> <tr> <td>30 Days Validity</td> <td>10 GB</td> <td>2048 KBPS</td> <td>\$103</td> </tr> <tr style="background-color: #d9ead3;"> <td>30 Days Validity</td> <td>UNLIMITED</td> <td>4096 KBPS</td> <td>\$135</td> </tr> <tr> <td>90 Days Validity</td> <td>6 GB</td> <td>2048 KBPS</td> <td>\$69</td> </tr> <tr> <td>360 Days Validity</td> <td>40 GB</td> <td>2048 KBPS</td> <td>\$540</td> </tr> </tbody> </table>	No: of DAYS	PACKAGE	SPEED	COST	30 Days Validity	4 GB	2048 KBPS	\$52	30 Days Validity	10 GB	2048 KBPS	\$103	30 Days Validity	UNLIMITED	4096 KBPS	\$135	90 Days Validity	6 GB	2048 KBPS	\$69	360 Days Validity	40 GB	2048 KBPS	\$540	<p><b>Internet Bandwidth Shared or Dedicated delivered by Optical Fibre (FTTx)</b></p> <p>Dedicated Fibre Optic Installation charges Min \$500 or depends on distance. Whichever is higher</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="2">Monthly Recurring Cost</th> <th colspan="2">From City Centre (5 km range)</th> <th colspan="2">Outside City 5 - 10 km range</th> </tr> <tr> <th>Bandwidth</th> <th>BW Price</th> <th>Dedicated OFC</th> <th>Total BW &amp; OFC</th> <th>Dedicated OFC</th> <th>Total BW &amp; OFC</th> </tr> </thead> <tbody> <tr> <td>Shared 2 mbps</td> <td>\$100.00</td> <td>\$250.00</td> <td>\$350.00</td> <td>\$550.00</td> <td>\$650.00</td> </tr> <tr> <td>Dedicated 1 mbps</td> <td>\$400.00</td> <td>\$250.00</td> <td>\$650.00</td> <td>\$550.00</td> <td>\$950.00</td> </tr> <tr> <td>Dedicated 2 mbps</td> <td>\$800.00</td> <td>\$250.00</td> <td>\$1,050.00</td> <td>\$550.00</td> <td>\$1,350.00</td> </tr> <tr> <td>Dedicated 3 mbps</td> <td>\$1,200.00</td> <td>\$250.00</td> <td>\$1,450.00</td> <td>\$550.00</td> <td>\$1,750.00</td> </tr> </tbody> </table> <p style="background-color: yellow; padding: 5px;">For other connectivity and related issues, please email <a href="mailto:info@ctvbroadband.net">info@ctvbroadband.net</a> or call our offices (+255 777 707 028) and you will be attended appropriately.</p>	Monthly Recurring Cost		From City Centre (5 km range)		Outside City 5 - 10 km range		Bandwidth	BW Price	Dedicated OFC	Total BW & OFC	Dedicated OFC	Total BW & OFC	Shared 2 mbps	\$100.00	\$250.00	\$350.00	\$550.00	\$650.00	Dedicated 1 mbps	\$400.00	\$250.00	\$650.00	\$550.00	\$950.00	Dedicated 2 mbps	\$800.00	\$250.00	\$1,050.00	\$550.00	\$1,350.00	Dedicated 3 mbps	\$1,200.00	\$250.00	\$1,450.00	\$550.00	\$1,750.00
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**E: Agreement**  
 I / We have carefully read, understand and agree to abide by the Terms and Conditions of the Digital Cable TV service and / or Analogue Cable TV service as outlined on the contract bellow or on the reverse side of this Application form as well as on the application form of the Analogue Cable TV Services. Yes

**F: Customer Signature:**

<p><b>CTV Head Office</b>                  #228 Harbour View Tower,                  Samora Avenue                  P.O. Box 3774                  Dar es Salaam, Tanzania                  Tel 2116611 / 2116594 /                  2121740/1, Fax 2112119  <a href="mailto:info@ctvbroadband.net">info@ctvbroadband.net</a>  <a href="http://www.ctvbroadband.net">www.ctvbroadband.net</a></p>	<p><b>CTV Tanga Branch</b>                  Plot No. 1-2-3                  Taifa Road                  P.O. Box 88                  Tanga                  Tel: 027 2647242</p>	<p><b>CTV Morogoro Branch</b>                  C/O Hotel Oasis                  Station Road                  P.O. Box 771                  Morogoro                  Tel: 023 2604548</p>	<p><b>CTV Dodoma Branch</b>                  Plot No. 12                  Mtendeni Road                  P.O. Box 244                  Dodoma                  Tel: 026 2322229</p>	<p><b>CTV Mbeya Branch</b>                  Plot No. 37-A,                  South Road, P.O.                  Box 161                  Mbeya                  Tel: 025 2502513</p>
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## Cable Television & Broadband Internet Service Contract

This contract is hereby entered into between **Cable Television Network (CTV) Ltd** (hereafter referred to as the "CTV") a company incorporated in Tanzania with its registered office at Plot No. 1543/23 Sewa Street, P O Box 3774, Dar es Salaam, Tanzania;

And

\_\_\_\_\_ of P.O. Box \_\_\_\_\_ (hereafter referred to as the "subscriber") located at:

### TERMS AND CONDITIONS

- The Internet service access is provided by Satcom Networks Africa Limited (SCNA) through the existing Cable Network of Cable Television Network (CTV) Limited CTV. SCNA and CTV only provides the subscriber access to the internet through the broadband equipment and is hence NOT responsible for the maintenance or proper operation of the subscriber's computer system(s), operating system, and any software running on the subscriber's computer system or for any other peripheral device attached to the subscriber's computer system.
- The subscriber acknowledges and agrees that CTV may terminate access to any products or services should subscriber fail to comply with these terms and conditions.
- The subscriber shall pay in full and in advance to CTV any connection charges and the subscription fees for use of Cable TV service, broadband internet services and or any other services. All Connection Charges and subscriptions once paid will be non-refundable once the connection is done. However, CTV may choose to refund all amounts in case the connection for its services is not available in the area for which the application is made or for any technical reasons that CTV is unable to provide its services.
- If the subscription amount or any part thereof agreed to be paid by the subscriber to CTV shall remain unpaid for a period of 5 (five) days after the due date CTV reserves the right to suspend the service without notice to the subscriber.
- The subscriber shall pay in full and in advance to CTV any connection charges, deposit or actual prices for Digital Services equipment / receiver and the subscription fees for use of Analogue Cable TV service and / or Digital Cable TV service and any deposit or actual prices for any other required devices. All Connection Charges and subscriptions once paid will be non-refundable.
- If the subscription amount or any part thereof agreed to be paid by the subscriber to CTV shall remain unpaid for a period of 5 (five) days or more after the due date CTV reserves the right to suspend the service without notice to the subscriber.
- CTV may revise the tariff for any of the services that CTV provides, introduce or change transmission system and or technology, introduce cable addressable system, scramble the programs carried on cable and or Gateway or Broadband Internet Access Service from time to time at its discretion.
- The client / Subscriber acknowledges that when the subscription period for any of the services that he / she receives from CTV expires and should CTV not cut off the signal on the day or until the day that CTV cuts off, the client (subscriber) will incur debt and be liable to settle all outstanding amounts owing to CTV.
- The subscriber acknowledges that should the subscriber want to open a second or another contract, the subscriber would ensure that all existing debt (current or previous) owing to CTV is first settled in full prior to opening / entering into the subsequent subscription account / contract.
- The use of the both Analogue and Digital Cable TV service and Broadband Internet service by the subscriber is restricted to own use only. The subscriber is strictly forbidden to resell the service or to redistribute any signal or signals to any third party.
- The subscriber shall ensure at all times that, any use of the broadband internet service complies with the laws of the United Republic of Tanzania.
- During the currency of this agreement, the subscriber shall not use the equipment/s for any purpose other than
- CTV shall not be liable for any delays or failure in performing its obligations if the delay or failure results from circumstances beyond the control of CTV.
- Neither CTV nor SCNA shall be liable for any incidental, special, consequential, or punitive damages however arising including, but not limited to any damages for lost time, business, communication, income, revenue, goodwill, profits or other similar items, or any business interruptions of any kind associated with the use of the internet service or any other services provided by CTV.
- The subscriber is required to ensure that objectionable or obscene messages or communications, which are inconsistent with the established laws of the country, are not made by him or any other person using his password.
- CTV shall not be liable for any breach of security where any third party gains access to the subscriber's computer system via the CTV network or otherwise
- The Subscriber agrees that CTV may modify this Agreement, as well as any additional rules or policies that are or may be published by CTV, as necessary to comply with any other agreements that CTV is currently bound by or will be bound by in the future, or for any other reason in CTV's sole discretion. Except as otherwise provided in this Agreement, you agree that, during the term of this Agreement, CTV may: (1) revise the terms and conditions of this Agreement; and/or (2) change the Services provided under this Agreement, in whole or in part, at any time (including, without limitation, changing service providers or subcontractors for e-mail and other Services provided under CTV's name). The new terms and conditions for existing or any new services shall be effective immediately and will be applicable to you. Your continued use of any Service(s) purchased through CTV shall constitute your acceptance of this Agreement as well as additional rules or policies that are or updated by CTV, each with the new modifications. You acknowledge and agree that you wish to abide by any changes to this Agreement or any additional rules or policies that are or may be published by CTV from time to time. No employee, contractor, agent or representative of CTV or its subsidiaries is authorized to alter or amend the terms and conditions of this Agreement unless authorized by the Managing Director and a legal representative of CTV.
- The subscriber acknowledges that should the subscriber want to open a second or another contract, the subscriber would ensure that all existing debt (current or previous) owing to CTV is first settled in full prior to opening / entering into the subsequent subscription account / contract.
- The subscriber assumes total responsibility and risk for use of the Internet Access Services provided by SCNA and CTV. Neither SCNA, CTV nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitation or endorsements or title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or service provided through the Internet, and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise; provided through the service or in the Internet generally.
- Customer understands further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Customers access such materials at their own risk. SCNA and CTV has no control over and accepts no responsibility whatsoever for such materials.
- The service is provided on an "AS IS AND AVAILABLE" basis without warranties of any kind either expressed or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by SCNA or CTV, its affiliates or their respective employees shall create a warranty. Neither SCNA, CTV nor its affiliates warrants that the service will be interrupt or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components.
- CTV makes NO warranties and hereby disclaims any warranties implied in respect of the Cable TV and Broadband Internet service or any Cable TV equipment or Broadband equipment provided under this contract.
- The subscriber hereby agrees to indemnify SCNA, CTV from and against all claims, liabilities, losses, damages, costs, and expenses of whatever nature or kind resulting from or arising out of the use of the services by the subscriber.
- CTV will offer US\$ 5.00 discount per month to the subscriber who is hosting a CTV Internet switches / Hubs / Nodes and in return, the subscriber will allow CTV to use electricity for these equipments from his / her premises at no cost to CTV.
- The subscriber further agrees and understands that he/she has to give a minimum of three months notice if they want CTV to remove any equipment/s that has been placed on their premises and that the subscriber will not force CTV to remove any of these equipments nor stop supplying electricity for these equipment and disturb the CTV network from functioning properly until CTV finds an alternate source to host its equipment/s.
- The subscriber also agrees and understands that he/she will remain liable for any damage/s that may result from abruptly removing CTV equipment or supplying the required power for the equipment/s.
- The subscriber shall assume total responsibility for the security and proper operation of any cable TV and or Broadband / or network equipments supplied by CTV, whether purchased or on lease. The subscriber may be required to pay for any costs associated with the repair of cable TV and or Broadband and / or network equipment malfunction.
- CTV shall not be liable for any incidental, special, consequential, or punitive damages however arising including, but not limited to any damages for lost time, business, communication, income, revenue, goodwill, profits or other similar items, or any business interruptions of any kind associated with the use of the Internet service or any other services provided by CTV.
- Customer understands further that both Digital and Analogue cable TV may contain unedited materials, some of which are sexually explicit or may be offensive to some people. Customers access such materials at their own risk. CTV has no control over and accepts no responsibility whatsoever for such materials.
- The subscriber hereby agrees to indemnify CTV from and against all claims, liabilities, losses, damages, costs, and expenses of whatever nature or kind resulting from or arising out of the use of the services by the subscriber.
- CTV shall be free to update, replace, change or discontinue any television channel/s or programs as well as update materials progressively to bring in new features with time. CTV may not be in a position to inform or intimate customers immediately.
- CTV will not be liable for any damages to subscribers Television equipment, Cable Box, Computer system and accessories or any other equipment, telephone system or any other wiring in the conduits of the subscribers premises that may transpire during any installation work that is being done by CTV technicians or by any external factors i.e. electricity, rain, lightning, fire etc.
- CTV will not be liable for any problems pertaining to subscribers own internal wiring. Internal cable TV wiring will be repaired / replaced at subscribers own cost. The subscriber here indemnifies and holds harmless CTV in respect of any event of whatever nature, pertaining to any loss or damage (whether direct or consequential, and whether in contract or in delict), claim costs or expenses suffered by the subscriber, its customers, tenants, members, agents, members of family, its servants, or invitees, as a result of any circumstances whatsoever.
- The subscriber understands and agrees that all equipment/s including the digital cable receiver, cables, smart cards, accessories and materials that are used for making cable TV, Digital cable TV or Broadband Internet connections will remain the property of CTV at all times. The subscriber further agrees to notify CTV in writing of the name and address of any property owner, and/or owner of the Building, and any change of such property owner or owner, and shall notify such property owner and/or owner in writing that the equipment/s is/are the property of CTV.
- The undersigned subscriber agrees that he/ she will let CTV staff remove all CTV property if and when the subscriber wishes to terminate membership with CTV and will make sure that all dues are cleared.
- Force Majeure - If at anytime, during continuance of Cable Television service, Broadband Internet access Services, performance in whole or part or of any obligation under it shall be prevented or delayed by reason of work, hostility, acts of the public enemy, civil commotion, sabotage, power cuts, fire flood, explosion, epidemic, quarantine restriction, strikes, lockout or act of GOD etc., the subscriber shall not have any claim for damage against CTV or SCNA in respect of such non-performance or any delay in performance of CTV cable Television service or Broadband Internet Access Services.
- Any dispute, controversy or claims arising out of relating to the present contract, or the breach, termination or invalidity thereof shall, unless it is settled amicably by negotiation or other agreed mode of settlement, be settled by arbitration, at the request of either party, in accordance with provision of the arbitration ordinance of Tanzanian Law. The Parties hereto agree to be bound by the arbitration laws of Tanzania rendered under this clause as the final adjudication of such dispute, controversy or claim.
- The subscriber acknowledges and agrees that CTV may terminate access to any products or services should subscriber fail to comply with these terms and conditions.

I / We Have Carefully read the terms and conditions of the contract and technical specifications of the Cable Television service and or Broadband Internet access services and agree to abide by the same

Signature Subscriber

For & on behalf of Cable Television Network (CTV) Ltd