



## General Terms of Use for the Website

### Introduction

EUTELSAT, the owner and publisher of the Konnect website (marketing Konnect products and services), is a public limited company with capital of 658,555,372.80 euros, registered on the Paris trade and companies register (Registre du Commerce et des Sociétés - R.C.S.) under number 422 551 176, with registered offices at 32, Boulevard Gallieni - 92130 Issy-les-Moulineaux – France (hereinafter referred to as “**We/Our/Ours**”).

### Article 1. Definitions

For the purposes of these General Terms of Use for the Website:

“**Login Details**”: Refers to the email address and password allowing the Subscriber to identify himself/herself and login to his/her “my Konnect” Customer Portal.

“**my Konnect**” **Customer Portal**”: Refers to the personal user account pages made available to You via the Website <https://client.konnect.com> after the creation of Your account using Your Login Details and which, after flogged in, allow You to access all information relating to Your Services and Your personal information and to contact customer services.

“**Package**”: Refers to the Service(s) offered by Eutelsat and/or by one of the Eutelsat's affiliates, i.e. Konnect Africa RDC SARLU, Konnect Africa Côte d'Ivoire and Konnect Broadband Tanzania Limited, as described in the Terms and Conditions of Use applicable to customers, the Fees Guide, the “my Konnect” Customer Portal and/or the Website.

“**Personal Data**”: Refers to any information relating to a natural person either identified or who may be identified, either directly or indirectly, using his/her personal contact details, identity or login information or to one or several elements which may be his/her property.

“**Subscriber**”: Refers to any private customer having a “my Konnect” Customer Portal and who provides Personal Data in order to create his/her subscription and gain access to all services available on the Website.

“**Service(s)**”: Refers to the satellite Internet connection service(s) provided as part of the subscription to a Package.

“**Visitor**”: Refers to any private person accessing the Website for the sole purposes of consulting the Website without accessing a “my Konnect” Customer Portal.

“**Website**”: Refers to Konnect Internet websites (<https://konnect.com>, subdomains of <https://konnect.com> and to the following additional domains: <https://konnect.co.tz>) published by Eutelsat S.A.

“**You/Your/Yours**”: Refers to a Visitor and/or Subscriber according to the circumstances.

As the context may require, terms used in singular shall also extend to the plural and vice versa.

### Article 2. Acceptance of the General Terms of Use

These General Terms of Use apply to You when You are on this Website. Their purpose is to define the conditions under which the Website is made available for use. These conditions shall be applied in parallel with Our Personal Data Protection Policy and Cookie Policy.

Any use by you of the Website shall be on the basis that You have read, understood, and agreed to the General Terms of Use. In case of Your disagreement with the General Terms of Use, Your use of the Website shall not be permitted.

These General Terms of Use shall apply, as may become necessary, to any version or extension to the Website on social networks and/or community websites existing either currently or in the future.

We reserve the right to modify all or part of these General Terms of Use for any valid technical, operational or commercial reasons. You are also advised to refer to the latest version of the General



Terms of Use, which can be consulted on the Website prior to any use thereof.

We reserve the right to refuse You access to Your “my Konnect” Customer Portal unilaterally and without prior notice if You fail to comply with these General Terms of Use.

### **Article 3. Conditions of access to the Website**

Access to the Website is possible twenty-four (24) hours a day, seven (7) days a week except in the event of force majeure or an event beyond Our control and subject to possible breakdowns and maintenance operations necessary for the proper functioning of the Website and which may be carried out without prior notice to You.

Access to the Website is free for any Subscriber or Visitor with Internet access. All applications and equipment You may require for the use and operation of the Website, Internet access and connection fees shall be Your responsibility. You are solely responsible for the good operation of Your IT equipment.

### **Article 4. Presentation of the Subscriber’s “my Konnect” Customer Portal**

#### 1. Creating an account

We provide You with a “my Konnect” Customer Portal which allows You to access free of charge all information relating to Your Services and Your personal information and to contact customer Services by using Your Login Details.

The creation of a “my Konnect” Customer Portal is intended for use by persons over the age of 18.

You undertake to consult these General Terms of Use prior to the creation of a “my Konnect” Customer Portal.

The “my Konnect” Customer Portal is created when You subscribe to a Package; at this point You must provide Your Personal Data through the subscription form, in order to create, maintain and manage Your subscription. Such Personal Data include the following information: data relating to identity, contact details, and to the Service subscribed.

Subscription to the “my Konnect” Customer Portal shall be deemed to be completed when We have received all information in the subscription form during the order process.

When “my Konnect” Customer Portal is created, You confirm that the information You provide is correct and that it does not infringe the rights of third parties. In particular, You agree not to use a false or stolen identity intended to mislead Us. You are required to provide an e-mail address which is active and personal to You. The majority of the correspondence that We send You will be accessible via this e-mail address. If You provide an incorrect e-mail address, the owner of that address will receive the information and messages intended for You: You acknowledge this condition and You release Us from all responsibility.

You are responsible for ensuring Your Personal Data is up to date.

Only one “my Konnect” Customer Portal can be created per email address.

#### 2. Use of the “my Konnect” Customer Portal by the Subscriber

The “my Konnect” Customer Portal is strictly personal. The email addresses and passwords are personal and confidential. The use of Your Login Details is Your sole responsibility. Any access to the “my Konnect” Customer Portal as well as any activity therein and for which Your Login Details are used are deemed to have been made by You.

The password chosen must be unique, personal and confidential. You are responsible for taking all necessary precautions to ensure the protection of Your data. We undertake to use all means at Our disposal to ensure the security and confidentiality of the data thus transmitted.

If You forget Your password, You can request a new password via the Website. You will receive an e-mail, allowing You to create a new password.

You can change Your contact details, Your Login Details, etc. at any time via Your “my Konnect” Customer Portal or via the Konnect customer service.



Once You login, if You do not log out of Your "my Konnect" Customer Portal session, it is understood that the "my Konnect" Customer Portal will remain active (logged in) for a reasonable period of time thanks to a technical cookie. You will then be automatically identified each time You visit the Website during this reasonable period. You can stop this automatic recognition at any time by logging out of Your "my Konnect" Customer Portal or by deleting the associated cookie.

In the event that the security of Your password is compromised or any use by a third party or any fraudulent use that You suspect or of which You may become aware, You must inform Us immediately. In this case, an e-mail containing a secure link will be sent to You allowing You to change Your password, and Your old password will be deactivated.

### 3. Duration, cancellation and termination

"my Konnect" Customer Portals are valid indefinitely.

However, We reserve the right to automatically delete, without notice or compensation, any "my Konnect" Customer Portal which has been inactive (no connection to the "my Konnect" Customer Portal) for more than twelve (12) months.

In addition, We reserve the right to terminate without notice or compensation access to Your "my Konnect" Customer Portal after a period of three (3) months from the termination of Your satellite Internet access Services.

Similarly, We reserve the right to automatically block access to Your "my Konnect" Customer Portal without notice or compensation in the event of serious and/or repeated violation(s) by You of the conditions of these General Terms of Use.

You expressly acknowledge that We may, without notice or compensation or justification, modify all or part of the functions of the Website or the "my Konnect" Customer Portal.

## **Article 5. Intellectual property**

No data and information contained or accessible on the Website or transmitted by Us may under any circumstances be collected and used for any other purpose other than Your private consultation. We will take all appropriate action against any act which in any way infringes intellectual property rights of elements of the Website.

Most of the names, images, logos and any other distinctive marks present on the Website, which identify Konnect and/or Eutelsat S.A. and/or its partners and/or third parties and/or their products and services, are content protected under intellectual property law, and in particular by trademark law, design and/or copyright and related laws, in France and abroad.

The elements of the Website as well as all editorial content, including, in particular, text, graphics, software, images, photographs, sound recordings, videos, and multimedia content, the databases including their structure and organization, and more generally all of the design elements of the Website are protected under copyright and related law and/or the *sui generis* rights of the database producer, and generally, by the law of civil liability and applicable international conventions.

We and/or Our partners are the sole owners of the aforementioned intellectual property rights for the elements and content featured on the Website.

You undertake to respect these rights and, in particular, to refrain from:

- reproducing, representing, modifying, publishing or adapting using any medium and by any means any element on the Website;
- carrying out any attack on the information systems created for the operation of the Website including any intrusion or attempted intrusion;
- making any attempt at reverse engineering all or part of the Website;
- compiling, decompiling, or disassembling all or part of the Website;
- modifying or creating programmes developed on all or part of the Website including for the purpose of correcting possible errors, We being solely authorised to make such corrections;
- distributing and/or publishing copies of all or part of the Website;
- removing or deleting any note and/or proprietary information contained on all or part of the Website;
- reselling, leasing, subleasing or transferring in any way whatsoever whether this be to a third party



of the Website.

Any use of elements or content of the Website of any kind, whether this be outside of a simple direct consultation of the Website, is strictly prohibited except with express written authorisation from Us.

In no event shall any access to information on the Website or to certain data lead You to believe that You may extract, in a substantial way or not, and/or use outside of normal use of the Website, any data or other element of the Website. You are reminded that any such extraction and/or use are strictly prohibited.

Any reproduction and/or representation, either full or partial and on any medium, of distinctive marks or content on the Website, including information and/or data, without Our express written authorisation or that of partners or third parties concerned is prohibited and constitutes fraud. Furthermore, any such act is likely to engage the civil and criminal liability of the person or persons responsible.

## **Article 6. Data collected**

These General Terms of Use apply to You and define the conditions by which the Website and its services are made available and shall be used. These conditions are intended to be applied in parallel with Our Personal Data Protection Policy and Cookie Policy.

We are extremely careful about the protection of Your Personal Data. The Personal Data that We collect in the context of the creation of a "my Konnect" Customer Portal or when You contact Us using the Website are subject to automated processing. As We are responsible for their processing, We store the information collected in Your subscription form or in forms submitted from the Website. They are essential to processing Your request for the creation of Your "my Konnect" Customer Portal, to the subscription to a Package or to answer Your request. They are intended to be used for (i) the management of Your "my Konnect" Customer Portal; (ii) to receive messages from Us, (iii) the use of the Package, and (iv) the delivery and installation of equipment allowing You to use the Services within the Package.

The data collected are transferred to Our teams and to Our third-party suppliers. The Personal Data collected are stored within the European Union. We store them securely in compliance with applicable regulations and for the period allowed and required by law.

In accordance with the regulations in force, You have at any time the right to access, modify, limit, rectify, delete, oppose (for legitimate reasons) the processing of Your Personal Data, the right to the portability of Your Personal Data and to specify what happens to Your Personal Data after Your death. For processing of data subject to Your consent, You have the right to withdraw Your consent at any moment. To exercise these rights, simply provide Us with proof of identity and email Us at [dpo@konnect.com](mailto:dpo@konnect.com) or send a letter with Your request to Eutelsat S.A. - DPO Service Konnect – 32, Boulevard Gallieni - 92130 Issy-les-Moulineaux – France.

In case of a complaint, We recommend You contact Us, but You can also contact the competent national Personal Data protection authorities.

## **Article 7. Guarantees and Responsibilities**

Access to the Website is provided "as is" and, within the limits provided by law, with no legal guarantee either explicit or implicit or regarding security, reliability and performance. In this respect and in particular, We make no guarantee that the Website shall be accessible at all times or free from errors and/or defects.

Links on the Website may direct the user away from it. In this respect, You are reminded that certain links on the Website may not be under Our control, and as such We are not responsible for the content featured therein (or the websites to which they may direct You). We provide links only for Your convenience and this does not suppose in any case control, review, validation or endorsement in whole or part by Us regarding content found on these websites.

We reserve the right to perform maintenance operations and updates during which access to the



Website may not be possible. We work constantly to improve Services and products and the resulting updates may require changes to the form or functions of the Website and the services.

We undertake to ensure secure access, viewing and use of the Website in compliance with the best practices for the use of the Internet. Consequently, Our responsibility cannot be engaged in the following cases:

- temporary interruptions to the Website required for its development or maintenance;
- technical problems or temporary interruptions to the Website outside of Our control, in particular in case of interruption to Our electricity or telecommunications services;
- failure or interruption of the Internet service in the transmission of messages;
- incorrect or untimely transmission of editorial content featured on the Website.

You undertake to respect the relevant legal conditions applicable to the information circulating on the Internet and/or the Website and remain in all circumstances solely responsible for attacks on the rights of third parties which may result from Your use of the Website. You are the sole judge of Your legal, contractual and/or judicial capacity to access and/or use the Website. To this end, by using the Website You confirm that You are not violating any legal, contractual or statutory conditions. You undertake to use the Website and its services for purposes that comply with public order, public safety and common decency and remain at all times solely responsible for any infringement on public order, public safety and common decency which may result from Your use of the Website.

Furthermore, You are reminded that (i) the transmission of data via the Internet benefits only from relative reliability, that this data circulate over heterogeneous networks with diverse characteristics and capacities and which are sometimes overloaded at certain times of the day and which may impact upload and download speeds or the accessibility of data, (ii) the Internet is an open network and that consequently the information transferred is not protected against the risk of diversion, intrusion upon, and pirating of data, programmes and files on Your system, and contamination of Your system with computer viruses, and (iii) that You are responsible for taking all necessary measures to protect Your system and Your content against contamination by viruses and intrusion attempts. Consequently, We reject all liability for damage resulting from access, use and/or unavailability of the Website and in particular any loss of data/programmes, any infection by viruses, and any financial and/or commercial loss and/or any loss of images.

#### **Article 8. Applicable law**

These General Terms of Use are subject to French law.

#### **Article 9. Dispute resolution**

Prior to bringing Your complaint before the courts, We invite You to inform Us of any problem via Your "my Konnect" Customer Portal or by letter to the following address: Eutelsat S.A. - Konnect Service Management Client – 32, Boulevard Gallieni - 92130 Issy-les-Moulineaux – France and to try to find an amicable solution.

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