



# CONTRACTUAL CONDITIONS KONNECT INTERNET PACKAGES

Version in force on May 7, 2021

## Article 1. Purpose of the contract

These Contractual Conditions, which You accepted when You made (or changed) Your subscription to Your Packages via the Website, by telephone or through one of the approved resellers for Eutelsat S.A., apply to the supply of products and satellite internet services by [Eutelsat S.A.](#) (a limited company under French law, with registered offices at 32, Boulevard Gallieni - 92130 Issy-les-Moulineaux – France, registered on the Nanterre Trade and Companies register No. 422 551 176, marketing konnect's products and services) on condition of their availability and the compliance with requirements for the subscription to the konnect Packages.

## Article 2. List of definitions

In the context of this document, the terms and expressions have the following meaning insofar as they appear with their first letter in capitals:

**"Activation"**

Refers to the operation by which the installation technician connects Your Konnect Equipment to Your connected devices (in particular Your computer) thereby allowing You to access the Internet, formalized by a document signed by the Subscriber.

**"Contract"**

Refers to the Contractual Conditions and the personal contract which define the rights and obligations of Eutelsat S.A., the Subscriber and, where applicable, a User, and which constitute the entirety of the agreement between Eutelsat S.A. and the Subscriber, and for which they alone are responsible to the exclusion of any third party.

**"Contractual Conditions"**

Refers to this document

**"Coverage zone"**

Refers to the geographic area(s) in the United Kingdom and Northern Ireland where the Packages are available (or will be available once the satellite is fully deployed) commercially and technically.

**"Email"**

Refers to an electronic message sent or received via the Internet to an electronic mail address provided by the Subscriber or by Eutelsat S.A.

**"Email address"**

Refers to the electronic mail address entered by the Subscriber when placing the Order, intended in particular for the exchange of information/notifications/documents/requests relating to the Package subscribed to and, more generally, to the Contract.



<b>"Konnect Equipment"</b>	Refers to the equipment provided by Eutelsat S.A. in the context of the Package and which allows the Subscriber to use the Services
<b><u>"konnect Tariffs and Fees Guide"</u></b>	Refers to the complete and updated list of all fees charged by Eutelsat S.A., and which can be viewed at <a href="http://www.konnect.com">www.konnect.com</a>
<b>"Login Details"</b>	Refers to the Email address and password (initially provided by Eutelsat S.A. then personalized by the Subscriber) allowing the Subscriber to identify itself and login to its «My konnect» Customer Portal
<b>"Main User"</b>	Refers to the principal User when this is not the Subscriber declared as such to Eutelsat S.A.
<b>"Modem Box"</b>	HT2000W Wi-Fi Modem Box (with its power supply) for indoor installation and which allows the use of the Services offered as part of the Packages
<b>"«My konnect» Customer Portal"</b>	Refers to the space dedicated to the Subscriber, accessible by the Subscriber via the Website <a href="http://www.konnect.com">www.konnect.com</a> using their login details
<b>"Option(s)"</b>	Refers to any Service or equipment forming part of a subscription to a Package and to which specific conditions may apply (price, duration, additional contractual conditions or licenses applicable, etc.)
<b>"Order"</b>	Refers to the subscription to a konnect Package by any means permitted by Eutelsat S.A.
<b>"Package"</b>	Refers to the Service(s) offered by Eutelsat S.A. as described in the Contract, the «My konnect» Customer Portal and/or the Website
<b>"Personal Data"</b>	Refers to any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
<b>"Right of withdrawal"</b>	Means the fourteen (14) calendar days period described in Article 12 below
<b>"Service(s)"</b>	Refers to the satellite internet connection service(s) provided as part of the subscription to a Package
<b><u>"Standard Information Sheet"</u></b>	Refers to the document presenting the main characteristics of the Packages marketed by Eutelsat S.A. (excluding fees) and accessible at <a href="http://www.konnect.com">www.konnect.com</a>
<b>"Subscriber"/"You"/"Your"/"Yours"</b>	Refers to a private customer with a «My konnect» Customer Portal, having subscribed to a konnect Package and responsible for complying with the Contract, the use of the Package, and payment of any sums due under the terms of the Contract.



"User"	Refers to a person using the Package purchased by a Subscriber. This may be a third party to the Contract.
"We"/"Our"/"Ours"	Refers to Eutelsat S.A., which markets the konnect Packages
"Website"	Refers to the konnect website ( <a href="http://www.konnect.com">www.konnect.com</a> ) published by Eutelsat S.A.

### Article 3. Subscription to konnect Packages

#### Section 3.01 Quality of the person making the subscription

When subscribing to a Package, You confirm that You are a private consumer over the age of 18 acting on Your own behalf, with the legal capacity to enter into a contract with Eutelsat S.A., and to perform Your obligations under the terms of the Contract.

If You subscribe to a Package on behalf of a third-party User, You remain responsible to Eutelsat S.A. and to all administrations and judicial authorities, but also to any third party for the compliance by the User with the conditions of the Contract and obligations contained therein, but also the legal obligations associated with the use of satellite internet services. Upon request by Eutelsat S.A., You undertake to provide all elements necessary for the identification of the User.

#### Section 3.02 Documents and information to be provided in the context of a subscription to a Package

You undertake within ten (10) days of the Order:

- to sign the personal contract, to which are attached the Contractual Conditions and [konnect Tariffs and Fees Guide](#);
- to sign the Direct Debit (SEPA) form if You are paying for Your Package by Direct Debit.

In the event of failure to provide this information within the allotted time period, or of providing incomplete, illegible or incorrect information, Eutelsat S.A. reserves the right to cancel Your Order, to suspend Your Services (Article 14) or to terminate Your Package under the conditions of Section 15.03. More generally, You undertake to provide to Eutelsat S.A., within a reasonable period of time, any information and documents necessary for the provision of the Service and the performance of the Contract that Eutelsat S.A. may request from You.

Eutelsat S.A. also reserves the right to undertake any necessary checks so as to allow it to check Your credit rating (and in particular to share Your Personal Data with any competent establishment appointed by Eutelsat S.A. to the extent necessary) on condition that all current regulations are complied with.

#### Section 3.03 Technical requirements

Before You subscribe to a Package, Eutelsat S.A. invites You to check the following:

- That the configuration and geographic location of Your home allow the installation of Your Konnect Equipment and the use of the Services:
  - o are You located within the Coverage Zone for the Package?
  - o is there an area of Your home that is unobstructed and south-facing (absence of obstacles such as trees, buildings, mountains, hills, liable to constitute physical barriers to the reception of the Services) so as to allow the dish to be oriented to the South?
  - o is the geographic zone a suitable distance from any electromagnetic sources (e.g. airports, etc.)?
- have You checked the legal implications of installing the Konnect Equipment (which requires a partially exterior installation): have You obtained authorization from Your



landlord (if You are a tenant), from a residents' committee, from local government, etc.? Is the building a protected historic (listed) building, do You need to obtain planning permission, etc.?

- is the electrical installation in your home grounded (do you have an "earth spike" to connect the antenna to)?
- do Your connected devices (and in particular Your PC) fulfil the requirements so as to allow the use of the Package regarding data speeds and volumes (as described in Section 4.02) and information communicated in the [Standard Information Sheet](#) (available on the [Website](#)), and are they equipped with a browser?

In the absence of Your prior checks and Your compliance, Eutelsat S.A. cannot be held responsible for any failure of the Services or damage resulting from the failure to comply with the technical requirements listed herein (it being specified that Eutelsat S.A. does not exclude any liability that cannot be excluded as a matter of law, including for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation).

#### **Section 3.04** The Packages

The konnect Packages consist of:

- an internet access Service,
- the provision of the Konnect Equipment for the duration of Your Package.

One or several Options presented in the [Standard Information Sheet](#) may be available for Your Package.

To ensure the online safety of minors against harmful website content, solutions are available on the market (free or to purchase), compatible with PC/Mac or Android/iOS mobile devices, available online to help You limit the access to websites presenting unsuitable content (sex, drugs, weapons, violence, incitement to racial hatred, etc.) or which may be unsuitable for Your children.

It is also possible for parents to customize browsing profiles, set Internet access times, consult the history of websites visited, and create "whitelists" and "blacklists" for children and teenagers.

A list of parental control applications compatible with the Packages is presented in the [Standard Information Sheet](#) available on the Website. You are responsible for installing parental control applications to ensure safe use of the Services by minors.

You are reminded that the Internet is an open network and, as a result, the information it carries is not protected against the risks of misappropriation, intrusion into Your system, theft of data, programs and files, or contamination by computer viruses. The Subscribers must therefore equip themselves, at their own expense, with the means of protecting their equipment and data (for example satisfactorily updated backup, antivirus and firewall) that are suitable to their needs so as to limit the risks of illicit use of the service by third parties, violation of data security and confidentiality, and destruction of stored data. The consequences of attacks on the integrity and confidentiality of the systems and equipment used by the User and/or the Subscriber are their sole responsibility, and Eutelsat S.A. cannot be held liable for any loss of data/programs, any virus contamination, any financial and/or commercial loss and/or any loss of image resulting therefrom.

#### **Section 3.05** Validity of the Packages

Unless otherwise stated, Packages are available for subscription once they are published on the Website and shall remain so until the expiry date indicated on the Website or, failing this, for as long as they shall be published on the Website. The same conditions shall apply to the validity of any promotional offers.



The konnect Packages are reserved exclusively for home use and are available for subscription within the Coverage Zone. Before placing any Order, We invite You to read the installation criteria, and to check that the Package to which You are considering subscribing meets Your needs and that the technical requirements are met.

The Order constitutes acceptance of the Contract and the requirements (listed in Section 3.03). Eutelsat S.A. reserves the right to cancel any Order if the installation and/or the Activation of the Services cannot be performed for reasons independent of Eutelsat S.A., without this affording any entitlement to compensation. In this case, We will reimburse You without delay the Activation fee You may already have paid when placing the Order.

### **Section 3.06** Subscription

Subscription to the konnect Packages can be made via the Website ([www.konnect.com](http://www.konnect.com)), by telephone (01869 722 460) or through one of the resellers authorized by Eutelsat S.A..

In any event, the Subscriber is contractually bound to Eutelsat S.A. by the conditions of the Contract in force on the day the Order is made.

The Order will be processed by Eutelsat S.A. after payment of the Activation fee, receipt of a valid means of payment, and the documents and information required for the subscription, all subject to Your eligibility and the availability of the Package.

Regarding the Options, it is only possible to subscribe once per month. In case of cancellation of an Option within a given month, You will only be able to resubscribe to an Option in the month that follows.

### **Section 3.07** Contractual rights and obligations

When the Order is made for a Package (or an Option), You expressly accept to abide by the Contract, which in conjunction with the [konnect Tariffs and Fees Guide](#) and the offer or promotion applicable to your subscription, shall determine the conditions and fees for satellite internet access products and services provided by Eutelsat S.A., and the conditions by which the Subscriber and/or the User shall benefit from and use the said products and services. In case of renewal or change of Your Package at Your own initiative, the Contractual Conditions applicable shall be those in force on the day on which the Package is renewed or changed.

## **Article 4. Satellite internet access**

### **Section 4.01** The principles of access

The Konnect Equipment made available by Eutelsat S.A. and which is essential to access the Service (with regard to its technical specifications), consists of a 74 or 90cm (without extra fees) diameter satellite dish, aerial with receiver head (1W), mounting, coaxial cable (30m), HT2000W Modem Box (with Wi-Fi router), power supply and Ethernet cable.

To use a Package, it is necessary to have and to install the Konnect Equipment compatible with the Service provided by Eutelsat S.A. via any of the EUTELSAT satellites.

To access the Service, the Subscriber must also ensure their compliance with the technical requirements, in particular regarding their installation and geographic location (Section 3.03).

The satellite internet access Service (operated by Eutelsat S.A.) is a remote service with limited resources, which can result in restrictions common to any satellite operator. Similarly, the suppliers of the equipment may impose restrictions on the use of their products. Regarding the Konnect Equipment, We invite You to check any restrictions applicable directly in the documentation supplied to You upon delivery.



#### **Section 4.02** Data speeds, volumes, and management

Within the priority data allowance, the konnect Packages provide high-speed internet access with theoretical average download speeds (data received by the Subscriber) and upload speeds (data sent by the Subscriber) expressed in megabits per second (**Mbps**) which depend on the Package You choose (for more details see the [Standard Information Sheet](#)). These speeds are not guaranteed.

Latency is between 600 and 700 milliseconds.

The speeds stated (data speeds) are average speeds, that are made accessible by the use of the Konnect Equipment, subject to the use of the Service under normal conditions, the Subscriber's location within the Coverage Zone, the continued compliance with technical requirements, the absence of meteorological events impacting the Service, and the satisfactory installation and orientation of Your Konnect Equipment.

Concerning the specificities of the satellite technology, no minimum speed can be guaranteed. For more information on data speeds, We invite You to read the [Standard Information Sheet](#), the content of which is liable to change, for the same reason.

In particular, these data speeds may be limited due to the following cases:

- obsolete equipment;
- Your cabling and/or Your electrical installation;
- the configuration of Your buildings, Your connected devices, software and applications installed, their type, or of any connectors used and settings selected for equipment;
- applications and/or websites visited, the bandwidth developed at their end, and the number of internet users visiting them simultaneously;
- the use of Wi-Fi, PLC boxes, a patch bay, or any other intermediate equipment allowing the reception of the internet connection;
- heavy network use by all Users, i.e. congestion thereof;
- the presence of obstacles to receiving and sending the satellite signal;
- in case of use involving a high consumption of traffic or bandwidth, sharing of connections or simultaneous use of Your connected devices (PCs, tablets, smart watches, etc.); multiple use of intermediate connection equipment; updates (software, applications, etc.); online games; viewing videos, in particular via streaming; viewing TV feeds, in particular when using the TV decoder-recorder; uploading and downloading content and/or data; the use of secure VPNs; etc.

Furthermore, if You change the settings on Your Konnect Equipment, the new settings may have a detrimental effect on the quality of the Service.

With the konnect Packages, You have internet data consumption for which the traffic is prioritized (the volume of priority data depending on the package you choose – for more details see the [Standard Information Sheet](#)), without guaranteed capacity. If You exceed Your priority data allowance, Your consumption may be prioritized after the consumption of other users of the Eutelsat S.A. network in case of congestion. Your data speed may be affected (please note, Your consumption is not counted at night from 01:00 am to 06:00 am local time for the calculation of Your prioritized data) until the start of the next monthly period of Your Package. The volume of prioritized data consumed is reset at the start of each new monthly period of Your Package. The volume of priority data not consumed within a given month is not carried over to the following month.





You can monitor Your data consumption in Your «My konnect» Customer Portal or by calling Customer Services on 01869 722 861.

Even if You have not reached Your prioritized data limit, Your data speed may be reduced, particularly during periods of high use by all users on the EUTELSAT satellites network whether or not they are Eutelsat S.A. customers.

We further inform You that certain Internet usages are prioritized over others (for example conversational usages are prioritized over the other usages). Applications using video streams, such as streaming online or video on demand (VOD) are subject to a limitation applied by Eutelsat S.A., which limits the quality of the video being viewed by the Subscriber. This means there is a maximum quality that the Household or family can achieve for one video stream with its konnect Package (depending on the Package purchased), without guarantee. The use of non-prioritized internet protocols may affect the speed of Your Service for this use, and may result in the suspension of Your Services in the event of misuse which is detrimental to other users of the network as a result of the monopolization of bandwidth, or which may result in a malfunction of the Service or of the EUTELSAT satellites network.

If You encounter difficulties with the advertised speeds for any reason other than those stated above and which are not the fault of Eutelsat S.A. (and on condition of having used an internet speed-test approved for satellite internet such as that available on the Website) or in case of interruption of Service, We invite You to contact Us on 01869 722 861 or to write to Us via Your «My konnect» Customer Portal. In case of interruption of Service, that is not the result of Your own fault, that of a User, or of any other object or animal which You may have care of, You may be eligible to the following warranty remedies: improvement of the service, replacement, price reduction, termination and in case of damages caused by Eutelsat S.A., compensation in accordance with the regulations in force. Furthermore, You may also initiate procedures for the resolution of disputes with the conciliation body (see Article 20) or with a competent court (see Article 21).

#### **Section 4.03** Maintenance

In order to ensure the operation of its network or of the subscribed Package, Eutelsat S.A. reserves the right to perform any preventive or corrective maintenance operation and any system, hardware, or software upgrades. As far as possible, these operations will be carried out in coordination with You, and You will be notified in advance and within a reasonable period of time of the maintenance operations to be performed, subject to their urgency and/or necessity to ensure the network security.

There may be interruptions in the provision of our Services as a result of events for which we are not at fault as well as maintenance work required for operational reasons. Short interruptions to the extent of up to a maximum of one (1) day per month shall not be considered as a breach of Contract. With the exception of liabilities that cannot be excluded as a matter of law, including for death or personal injury caused by Eutelsat S.A. negligence or for fraud or fraudulent misrepresentation, We cannot be held liable, and no compensation will be due to You, as a result of the impact of maintenance operations on the advertised data speeds or in the event of an interruption of the Service to the extent of up to a maximum of one (1) day per month, subject to applicable regulations. If You experience any interruptions, You may contact Our Customer Service according to Article 18.

#### **Section 4.04** Security Measures

In order to prevent threats, vulnerabilities, security or integrity breaches, Eutelsat S.A. uses a certified information security management system in accordance with ISO 27001. On this basis, Eutelsat S.A. complies with the best practices to ensure a high level in cybersecurity: secure



premises, protected by physical security measures, host Eutelsat S.A. operations, employees are regularly trained, third parties security audits and penetration tests are regularly conducted, security events are strictly monitored, treated, and debriefed in a continuous improvement process. Detailed information can be found at <https://www.eutelsat.com/en/support/technical-support-teleports-resources-tools.html>.

## **Article 5. The equipment**

### **Section 5.01** Type

Regarding the technical specifications of any the EUTELSAT satellites internet network operated by Eutelsat S.A., in order to use the Services, it is necessary to install the Konnect Equipment compatible with the Packages and the network.

The composition of the Konnect Equipment is listed in Section 4.01. For more information, please visit the manufacturer's website: <https://www.hughes.com/>.

### **Section 5.02** Specific conditions or restrictions from the manufacturer

The Konnect Equipment is reserved for static use (it must not be installed in a camper van and must be used on a fixed, non-articulated mounting). The Modem Box must be installed in a room that is free from humidity and extremes of temperature.

You are prohibited from, and have to prevent, any modification, splitting or duplication of any signal line and/or cable from the Konnect Equipment. You undertake not to remove any inscription or label present on the Konnect Equipment.

When the Konnect Equipment (in particular the Modem Box) is not in use, You undertake to leave it in standby mode and not to switch it off by cutting the main power.

### **Section 5.03** Property and Transfer of risk for the Konnect Equipment

The Konnect Equipment made available to You by Eutelsat S.A. in the context of Your subscription to a Package shall remain the property of Eutelsat S.A..

Consequently, the Konnect Equipment cannot be offered for sale or hire by You, nor can it be seized by any creditor to whom You owe a debt.

During the entire period during which it is made available, and once You receive the Konnect Equipment, You are responsible for the fees (and therefore the cost) of repair in the event of deterioration (except in the event of deterioration due to normal wear and tear or a defect in the equipment itself) or disappearance (loss or theft) of all or part of the equipment which makes up the Konnect Equipment, whatever the cause. You are responsible for preventing the occurrence of these risks, in the event of which You will be held responsible.

Upon request by Eutelsat S.A., You undertake to provide Us with any information regarding the whereabouts of the Konnect Equipment and, in particular, the Modem Box, and You shall refrain from moving it without first informing Eutelsat S.A..

In case of withdrawal or termination, We only need You to send Us back the Modem Box (Article 5.05); if You wish to remove them, You shall bear the cost of removing the satellite dish, the mounting, the HA200 transceiver head, the power supply unit, the penetrating mast and coaxial cable, as the cost shall not be borne by Eutelsat S.A. (for more information, see Sections 15.05(b) and 15.05(c)).

### **Section 5.04** Insurance

We recommend You purchase all insurance necessary to cover any damage which may be caused to or by the Konnect Equipment, whether the said damage be Your fault, or that of a third party or of an accident (bad weather...).





In case of damage to (being of an origin independent of the equipment), or loss or theft of all or part of the Konnect Equipment, Eutelsat S.A. will invoice You for the equipment (in accordance with the financial conditions stated in the [konnect Tariffs and Fees Guide](#)). If You have purchased an insurance contract, You are responsible for fulfilling any formalities necessary for Your reimbursement, Eutelsat S.A. having no obligation to intervene in this context.

Upon receipt of Your payment, Eutelsat S.A. will send You, in accordance with the conditions which will be stated to You, all or part of the replacement Konnect Equipment for the damaged, lost or stolen elements.

#### **Section 5.05** Return of the Konnect Equipment

**(a)** *In case of cancellation of Your Order prior to the Activation of Your Package*

In this event, We invite You to:

- Refuse delivery if it has not yet been made at the time of the notification of the cancellation by You,
- Not open the packaging if it has already been delivered.

The Konnect Equipment should be returned thanks to the returns document provided to You by Eutelsat S.A.. Failure to return the Konnect Equipment will result in You being invoiced for it in accordance with the financial conditions stated in the [konnect Tariffs and Fees Guide](#). Should You be eligible to any refund from Eutelsat S.A., such refund may only occur once the Konnect Equipment will have been returned.

**(b)** *In case of exercising the right of withdrawal*

In case of exercising Your right of withdrawal (under the conditions of Article 12), You are responsible for returning the Modem Box (with its cables and power supply, etc.), using the returns document provided to You by Eutelsat S.A., within thirty (30) days of Your decision to withdraw.

The Modem Box (and its cables and power supply, etc.) must be returned in suitable packaging such as to allow them to be transported safely and cleanly and to ensure the protection of the Modem Box (and its cables and power supply etc.), identical or equivalent to that used when it was delivered to You.

In the event of failure to receive the Modem Box (and its cables and power supply, etc.), by Eutelsat S.A. within the aforementioned period of thirty (30) days (and if You are unable to provide Us with proof that the package was sent within the aforementioned period), You will be invoiced in accordance with the financial conditions stated in the [konnect Tariffs and Fees Guide](#). Should You be eligible to any refund from Eutelsat S.A., such refund may only occur once the Modem Box will have been returned.

**(c)** *In case of termination*

In case of termination of Your Contract, for any reason, You are responsible for returning the Modem Box (and its cables and power supply, etc.) in good working order using the returns document provided to You by Eutelsat S.A. within thirty (30) days of the effective date of the end of Your Package.

The Modem Box (and its cables and power supply, etc.) must be returned in suitable packaging such as to allow them to be transported safely and cleanly and to ensure the protection thereof, identical or equivalent to that used when it was delivered to You.

In the event of failure to receive the Modem Box (and its cables and power supply, etc.), by Eutelsat S.A. within the aforementioned period of thirty (30) days (and if You are unable to



provide Us with proof that the package was sent within the aforementioned period), You will be invoiced in accordance with the financial conditions stated in the [konnect Tariffs and Fees Guide](#). Should You be eligible to any refund from Eutelsat S.A., such refund may only occur once the Modem Box will have been returned.

#### **Section 5.06** Management of electrical and electronic equipment

As the supplier of Konnect Equipment and by virtue of Our obligations with regard to Directive EC/2002/96 on waste electrical and electronic equipment (WEEE) and any amendments thereto, We expressly inform You that the constituent parts of the said Konnect Equipment are considered to be electrical and electronic equipment liable to have an effect on the environment and human health. Therefore, such equipment should not be discarded as unclassified municipal waste but should be collected separately and recycled by being placed in a collection point suitable for its processing, evaluation and recycling. You agree to comply with these obligations or any obligations that may be added thereto or substituted for them when the Konnect Equipment is of no further use to You and Us.

### **Article 6.** **Delivery of the Konnect Equipment**

#### **Section 6.01** Conditions

The Konnect Equipment will be delivered to You (and can be received by You or by any third party designated by You) exclusively within the Coverage Zone, by a carrier appointed by Eutelsat S.A., to the address indicated when the Order was placed.

We request that You do not unpack the Konnect Equipment before the arrival of the installation technician, in order to avoid the risk of damage to any part of the Konnect Equipment before its installation.

#### **Section 6.02** Delivery time

The Konnect Equipment will be delivered to You within ten (10) working days of the receipt by Eutelsat S.A. of the payment of Your Activation fee, of Your Contract signed and of a valid means of payment of Your monthly fee. You undertake to be present at the delivery address on the day on which the delivery of the Konnect Equipment is scheduled, and not to delay its delivery.

You are reminded that according to the geographic location and accessibility of the address indicated in the Order, the delivery time stated above is liable to be prolonged without in any case exceeding thirty (30) days following the confirmation of the Order.

#### **Section 6.03** Failure to deliver within the delivery time

In the event that delivery should not be made within the period stated above and inasmuch as this is not a result of force majeure, You have the right to cancel the Contract as follows:

1. You must first notify Eutelsat S.A. to act, by letter. This notification must contain the new delivery time that You expect from Eutelsat S.A.;
2. upon failure to respect the new delivery time, You will have the right to cancel the Contract by letter.

The Contract shall be cancelled upon receipt by Eutelsat S.A. of the letter formalizing the cancellation.



If the Contract is cancelled, Eutelsat S.A. shall reimburse You any sums paid within the context of the subscription to the Package. The reimbursement will be made via the same payment method used when the subscription was made.

To all intents and purposes, it is specified that the non-delivery of the Konnect Equipment on the last day of the delivery period as a result of Your absence to take delivery of the Konnect Equipment does not constitute a case of non-delivery within the deadline.

#### **Section 6.04** Price

Except where fees are indicated to You (in particular in case of problems accessing the address given when placing the Order), the delivery of the Konnect Equipment is free.

Nevertheless, any subsequent delivery of the equipment will be invoiced to You in the event that delivery has not been possible.

If it is impossible to deliver the Konnect Equipment at the installation address, Eutelsat S.A. reserves the right to terminate the Contract (Section 15.03).

#### **Section 6.05** Compliance

We thank You, or any person present to accept the delivery at the address indicated at the time of the Order, to check the compliance and apparent condition of the delivery received, and to raise any complaints with the delivery driver at the time of delivery and to confirm them in writing to the carrier, sending a copy of the letter to Eutelsat S.A..

Should the packaging be particularly damaged, We invite You to refuse delivery and to inform Us as soon as possible so that a new delivery can be scheduled (on condition that the carrier confirms the state of the packaging).

### **Article 7. Installation of the equipment and Activation**

#### **Section 7.01** Reminder of required checks and precautions

You are reminded that prior to the installation of the Konnect Equipment, You are responsible for confirming that the technical requirements specified in Section 3.03 are met, Eutelsat S.A. refuses all responsibility for issues which may arise as a result of failure to meet technical requirements.

Eutelsat S.A. draws to your attention the fact that once installed there is a risk that removal of all or part of the Konnect Equipment will not be possible, or only by causing damage to the structure to which it is fixed (walls, roofs, etc.).

All software contained in the Konnect Equipment is the property of the manufacturer: You commit to not attempt to divert it.

#### **Section 7.02** Installation appointments

Once the Order is confirmed, an installation technician will contact You to arrange an installation appointment with You within twenty (20) working days following the receipt by Eutelsat S.A. of the payment of Your Activation fee, of Your Contract signed and of a valid means of payment of Your monthly fees (unless a longer period is requested by the Subscriber and agreed between the Subscriber and the installation technician).

You are reminded that the installation technician is in no way responsible for the configuration of Your connected devices (in particular Your computer) or their network, which is not part of the Konnect Equipment.



In addition, Eutelsat S.A. is not responsible for the correct functioning of third-party tools (connected devices) over the satellite system and the compatibility with its Packages and Services.

### **Section 7.03** Cost of the installation

Standard installation, which includes the Activation of Your Package, as defined in Appendix 1, is partially or fully paid by Eutelsat S.A. upon Your first subscription (please refer to the [konnect Tariffs and Fees Guide](#)).

You undertake to be present at the address indicated at the time of the Order and at the time scheduled for the appointment. Additional fees (as stated in the financial conditions of the [konnect Tariffs and Fees Guide](#)) may be charged to You in case of cancellation of an installation appointment the day before, or on the day of the said appointment.

If the installation requires an anchor point (earthing), it must comply with any laws and regulations in force. In certain locations, the absence of a satisfactory earth connection may constitute a violation of local building regulations. You are responsible for ensuring that such earthing is installed so as to comply with all applicable laws and regulations.

It is expressly stated herein that the installation of an earth spike or the creation of a connection from an existing earth spike to the antenna is not part of a standard installation.

In the event that a standard installation cannot be made, a non-standard installation (including the subsequent Activation of Your Package) shall be made at Your cost (the fees being invoiced by Eutelsat S.A.) subsequent to Your acceptance of a quote for the work.

The characteristics of a standard installation and the types of non-standard installation are stated in Appendix 1 of these Contractual Conditions, their respective fees - on condition that these can be determined in advance of the appointment with the installation technician - being specified in the [konnect Tariffs and Fees Guide](#) (the information and conditions for non-standard installation will be presented to You by the installation technician). You are reminded that the fees for certain cases of non-standard installation may be cumulative.

In the event that You do not approve the non-standard installation and that You do not accept and sign the quote, the installation cannot be made, and Your Order will be cancelled. You are responsible for the return of the Konnect Equipment in accordance with the conditions of Section 5.05(a).

### **Section 7.04** Activation

#### **(a)** *Activation of the Package*

Once the installation is completed, the installation technician will proceed with the Activation of Your Services.

You are expressly reminded that in the absence of complete installation of the Konnect Equipment (in case of refusal or interruption of the installation), it is not possible to proceed with the Activation of the Package and the use of Your Services.

#### **(b)** *Activation of Options*

At the same time as You subscribe to Your Package, You can subscribe by telephone (01869 722 460), via the Website or through a Eutelsat S.A. authorized reseller) to one or several Options from the list featured on the Website (in particular the [Standard Information Sheet](#)).



To subscribe to one or more Options after subscribing to Your Package, We invite You to contact Customer Services (01869 722 861). The Options shall be activated upon Your subscription.

It is not possible to request more than one (1) activation and deactivation of an Option per month.

#### **Section 7.05** Removal

Eutelsat S.A. reminds You that it does not pay the costs of removal of the elements of the Konnect Equipment. You are free to undertake the removal or to have this done by a professional at Your own cost.

However, if You benefited from a standard installation or a non-standard installation (CASES 1 to 4, and 7) and You want the Konnect Equipment to be removed, Eutelsat S.A. will put You in contact with a technician, in which case the fees applicable are stated in the [Konnect Tariffs and Fees Guide](#).

For non-standard installations CASES 5 and 6, Eutelsat S.A. may also put You in contact with a technician and You may receive a quote for the cost of removal.

An appointment with a technician will then be made. Once the removal of the Konnect Equipment is completed, the technician will take it away.

Furthermore, Eutelsat S.A. does not bear the cost of restoring to its original condition the buildings/premises/surfaces on which the Konnect Equipment is installed, and which may have been modified during the installation and/or removal of the Konnect Equipment.

### **Article 8. Contract period and duration of the Package**

#### **Section 8.01** Contract period

The Contract shall come into force upon confirmation of the Order and acceptance of the Contractual Conditions. You will be notified of this by a confirmation email to the E-mail address that You entered when You made Your subscription.

The Contract shall expire upon fulfilment by Eutelsat S.A. and by the Subscriber of all obligations incumbent upon them (payment of sums due, return of equipment, etc.).

#### **Section 8.02** Duration of the Package

The subscription to the Package is for an initial period of eleven (11) months plus the *pro rata* of the month during which the Activation of the Package by the technician takes place; at the end of this subscription period, and in case of a pay-as-you-go Package, the Package shall be tacitly renewed for successive periods of one (1) month, except under the following circumstances:

- Early termination of the Contract (see Article 15);
- In case of changing to a Package for which the fees excluding promotional offers are less than those of the current subscription Package, in which case the change constitutes a substantial change to Your Package and Your subscription will be automatically renewed for a period of twelve (12) months from the date on which You changed Packages (conditions stated in Section 13.02).

We will inform You by e-mail of the end of Your commitment period. After Your commitment period, We will send You annually an e-mail, providing You with information regarding the best price conditions applicable which may interest You.

Any Options subscribed to shall be subject to a subscription period equal to the residual period of the Package subscribed to, and to which they are connected. It is herein stated that the



termination of one or more Options (under the conditions stated in Section 15.05(c)) shall not result in the termination of the Package. Conversely, the termination of the Package (under the conditions of Article 15) shall lead to the termination of any Options subscribed attached thereto.

#### **Article 9. Fees for the konnect Packages**

All the current fees applicable are stated in the [konnect Tariffs and Fees Guide](#), and available on the Website (<http://www.konnect.com>).

The fees applicable are those in force on the day on which the Order is made for the Package, or its date of renewal or change.

Fees stated include all taxes (taking into account the VAT applicable on the day on which the Order is made for the Package, or of its renewal or modification) and exclude all additional fees (access, delivery, installation, cancellation, recovery fees for unpaid sums, non-return of equipment, etc.) Inasmuch as the rate of VAT or any other applicable tax may increase during the period of the Contract, this change may be passed on to the Customer by Eutelsat S.A. in the fees applicable on the date of the Order, as soon as this should come into force, and Eutelsat S.A. undertakes to make its best efforts to inform You of this by any means it may deem appropriate.

However, if the modification above makes the fees for the Package or the Konnect Equipment disproportionately expensive in relation to the current Service, Eutelsat S.A. and the Subscriber may terminate the Contract by registered letter with acknowledgement of receipt addressed to the other party without engaging the responsibility of Eutelsat S.A..

Each Package is subject to invoicing of a monthly fee, as well as fees for any Options subscribed to, except in the case of a specific promotional offer. Activation fee shall also be due and, as appropriate, fees for delivery, installation, termination, non-return of equipment, late payment fee, etc.

The fees associated with the use of the Services, the Konnect Equipment and any Options, may also be amended by Eutelsat S.A. freely and at any time. Nevertheless, these changes shall not be applicable to a current Contract, except in the case of changes to the Packages made by the Subscriber, the Contract or the renewal thereof (see Section 13.01 for conditions).

#### **Article 10. Invoicing and Payment**

##### **Section 10.01** Invoicing conditions

**(a)** *Activation fee*

Activation fee shall be paid, or your payment information provided to that end, when the Order is made, upon Your initial subscription. If You should terminate Your Contract and You decide to subscribe to a different Package at the same address, the Activation fees will be invoiced to You again.

**(b)** *Packages and Options*

Each Package is subject to invoicing of a monthly fee, as well as fees for any Options subscribed to, except in the case of a specific promotional offer.

The fees for the Package shall be invoiced monthly in advance, i.e. the fees for the next month are invoiced at the start of that month. Consequently, Your first invoice will include the price of Your first full month of the Package, plus the *prorata* of the month during which the





Activation of Your Service by the installation technician took place, from the date of Activation to the last day of the month of Activation (except for specific promotional offers).

The fees for Options are invoiced monthly in advance, i.e. the fees for the next month are invoiced at the start of that month. When You subscribe to an Option together with a Package, the Option is invoiced together with the Package, at the conditions described in the above paragraph. If however You subscribe to an Option independently, You will not be invoiced for the *prorata* of the month during which the Option is subscribed to and activated, and the invoice issued following the month in which the subscription to the Option is made will comprise the fees for the Package and for the Option for the current month.

**(c) Additional fees**

**- Installation:**

As indicated, the cost of standard installation is partially or totally borne by Eutelsat S.A. (please refer to the [konnect Tariffs and Fees Guide](#)). When part of the cost of standard installation is at Your Expense, it will be invoiced to You as part of Your first invoice.

In the case of a non-standard installation, any additional fees (as stated in the [konnect Tariffs and Fees Guide](#)) will be charged to You on condition of Your acceptance of the quote which You will receive. If the quote is not accepted, no installation of the Konnect Equipment can take place, and You will not be able to use Your Services. Your Order will be cancelled, and You will be responsible for returning the Konnect Equipment in accordance with the conditions stated in Section 5.05(a).

If You accept the quote, You will be invoiced for the non-standard installation fees by Eutelsat S.A. in Your first invoice following the completion of the installation.

**- Termination and late payment fee**

With the exception of the above fees, You may be invoiced for termination fees (under the conditions stated in Article 15) and/or late payment fee in case of unpaid invoices, the fees and methods used for calculation of which are stated in the [konnect Tariffs and Fees Guide](#).

These fees will be invoiced to You once the event should become apparent.

**- Payment in case of failure to return the equipment**

In case of failure to return the Konnect Equipment or the Modem Box (along with its cables and power supply, etc.) in accordance with the conditions stated in Sections 5.05(a), 5.05(b) and 5.05(c), You will be invoiced by Eutelsat S.A. in accordance with the financial conditions stated in the [konnect Tariffs and Fees Guide](#).

You will be invoiced for these sums upon the expiry of the return period of thirty (30) days provided to You.

**Section 10.02 Payment methods**

All sums due under the terms of the Contract will be invoiced to You using the payment method You entered when You made Your Order (unless You provide Us with another means of payment, in which case We will use the latter to process payment of all sums due under the Contract).

The Subscriber is considered to be the legitimate owner of the payment method which he uses for the payment of any sums due under the terms of the Contract, without Eutelsat S.A. being obliged to undertake any additional checks.



In order to limit the risk of problems, We recommend that if You are a resident of the United Kingdom, and if You have a bank account in that country, that You pay any sums due for the Package subscribed to by Direct Debit. It is herein stated that the confirmation of Your Order and the Activation of Your Services are subject to the reception by Eutelsat S.A. of a valid payment method.

You are reminded that Eutelsat S.A. does not accept payment methods originating from bank accounts held outside the European Union (except for Switzerland and the United Kingdom, post Brexit).

If You choose to pay by Direct Debit and if, for any reason, the bank account details You provide do not allow the payment of sums due (in case of incorrect or incomplete bank details, for example), Eutelsat S.A. reserves the right to suspend the Services or to terminate the Contract (in accordance with the conditions stated in Section 10.04).

It is Your responsibility to provide Us with updated credit card, debit card and Direct Debit information in a timely manner to allow Us to collect any and all on-going sums. If We are unable to receive payment via such means of payment, You consent to Us collecting payment by any other method, including the use of other direct payment methods or other information that you have already provided to Us.

#### **Section 10.03** Invoices

Your invoices and data consumption will be available in Your «My konnect» Customer Portal and will be stored by Eutelsat S.A..

Except in the event of any legitimate and justified dispute liable to constitute grounds for non-payment, You are obliged to pay invoices within the payment term (except in the event that You have opted for payment by Direct Debit, in which case payment will be made by this means, on a fixed date). In case of the arising of any legitimate dispute, said dispute will be reviewed by Eutelsat S.A..

Upon expiry of Your Services, We will issue a final invoice presenting the total of sums due by You at the end of the Contract.

#### **Section 10.04** Payment incidents and unpaid sums

Excluding legitimate and duly justified dispute, any unpaid and/or overdue sums (even partial) for an invoice shall be subject to a recovery process as follows:

- **1<sup>st</sup> phase:** You will be contacted by Our Customer Services (by email and/or telephone) to remind You of the need to pay Your invoice;
- **2<sup>nd</sup> phase:** upon failure to pay Your invoice within five (5) days of Our Customer Service contacting You or attempting to contact You, Eutelsat S.A. will notify You by registered letter in order to obtain payment.

Upon failure to pay Your invoice within fifteen (15) days from the receipt of the registered letter which will be sent to You:



- payment of any outstanding sums due to Eutelsat S.A. for current and previous months will be demanded regardless of the origin of these sums (subscription, fees, options, etc.);
- Eutelsat S.A. reserves the right:
  - o to suspend, either partially or fully, Your Service, having first informed You thereof (the suspension of Your Service does not suspend Your obligations under the terms of the Contract and in particular Your obligation to payment); then
  - o to terminate the Contract in accordance with the conditions of Section 15.03.

In any event, Eutelsat S.A. reserves the right to invoice You for the late payment fee to the value of £4 in case a registered letter is sent to You.

In case of termination of the Contract, You are responsible for returning the Modem Box (with the cables and power supply, etc.) in accordance with the conditions of Section 5.05(c). Should You fail to do so, You will be invoiced for the Modem Box in accordance with the financial conditions stated in the [konnect Tariffs and Fees Guide](#).

Should You be due a refund by Eutelsat S.A., this will not be made until after the return of the Modem Box (with its cables and power supply, etc.) and the receipt of any outstanding sums due by You.

Eutelsat S.A. reserves the right to appoint a third-party debt recovery agency in case of non-payment of sums due, and/or to appoint any mediator (in particular via <https://www.cedr.com/consumer/cisas/>), then to bring the case before any competent jurisdiction.

## **Article 11. Compliant use of the Package**

### **Section 11.01** Compliant use

The Packages meet standard quality criteria (technology, equipment, etc.) for satellite internet connections on condition that the Subscriber complies with these Contractual Conditions. However, We offer no guarantee that these shall meet Your specific personal requirements, which we are not obliged to check. We cannot be held in any way responsible for the unsuitability of the Package for Your intended use.

You undertake to use the Package subscribed to in accordance with the Contractual Conditions, and all applicable laws, regulations and licenses.

The Packages are reserved for home use. In no event should the Packages be used outside of Your immediate family or, in particular, in public spaces, commercial premises or leisure spaces (hotels, restaurants, leisure centres, etc.) and/or made available to third parties or for use in "cyber cafés" i.e. publicly accessible computer terminals or in showrooms of any kind.

The satellite internet access Service is not suitable for specific use of the Internet requiring, in particular, data speeds or volumes greater than those specified in Section 4.02.

For instance, the satellite internet access Service is not intended for prolonged downloads (VOD, peer-to-peer, etc.), or for applications requiring a rapid response time (online games, etc.) or for any services that do not support the transit time linked to the limitations of satellite transmission.

You are reminded that the satellite connection is subject to specific uncertainties due to the nature of the technology used (adverse weather conditions, etc.).



You are therefore recommended not to use this Service for activities involving risk, requiring fault-free service, without maintenance or fluctuation in data speeds, such as equipment for monitoring or managing at-risk environments, aviation navigation and/or communications and air traffic control, medical equipment, systems for monitoring the security of property and/or persons, etc. The responsibility of Eutelsat S.A. cannot be engaged in case of damages related to any activity which is the subject of restricted use (in particular, those cases listed above). In such a case, You assume full responsibility.

The Konnect Equipment, as well as any software, technical data and technology for the services provided directly or indirectly in the context of the Package, may be subject to American laws and regulations regarding export, and to commercial laws of other national governments which may apply to the import, use, distribution or export.

In particular, these regulations include, but are not limited to, the Regulations on the administration of exports, and the Regulations on the administration of foreign assets.

You are responsible for complying with these laws where applicable.

You are prohibited from exporting, re-exporting, or sending any equipment, software, technical data, technology or services provided by Us under the terms of this Contract, either directly or indirectly, to any country which is subject to an embargo or trade sanctions, or to any resident or citizen of a country being subject to these measures, or to any person or entity featuring on a blacklist, in accordance with the legislation of their country or international law, without the authorization of the competent authorities. You are informed that the United States of America currently limits exchanges with the following countries and their citizens: Cuba, Iran, North Korea, Sudan, Syria and the Crimea region of Ukraine.

This above clause shall remain in force after the expiry or termination of the Contract, and its conditions shall apply to You during and upon the termination thereof.

You are solely responsible for the data that You view, search, store, transfer, download or upload using the Packages. Consequently, when the Services are used with an Internet-type network, You are responsible for ensuring the security of and any moderation thereof.

More specifically, but without limiting Yourself to this, You undertake to refrain from any publication, use, storage, communication, online publishing, by any means whatsoever, of any illicit content whatsoever (images, text, links, films, etc.), in particular advocating crimes against humanity, undermining the protection of minors (paedophilia, etc.), inciting racial hatred and violence, terrorism, suicide, undermining human dignity, banking fraud, membership of sects, infringement of copyright or the right to privacy, defamation, or infringement of intellectual property rights.

You furthermore undertake to refrain from exercising or participating, in any way, from any form of computer hacking, piracy or other operations intended to interrupt Our network or infrastructure or those of Our technical operators or third parties, or to cause interference with installations, equipment, signals or network, at risk of engaging Your responsibility.

You confirm that You have read and understood the above information and recommendations and the necessity to comply therewith.

Failure to comply with these rules may result in the full or partial suspension of the Services or the termination of Your Contract in accordance with Articles 14 and 15, including the sending of Emails, and that Eutelsat S.A. refuses all responsibility (except for liabilities that cannot be excluded as a matter of law) in case of damage resulting from the said non-compliance.



### **Section 11.02** Intellectual property rights and Eutelsat S.A.'s database rights

Without affecting Your rights, which are presented in Article 19, You accept that We have full rights over any databases, the information contained therein and the extraction and compilation thereof, without any geographic limitation to the exercising of these rights. Furthermore, You accept that these databases may contain information that You have shared under the terms of the Contract, as well as any information which We may have obtained with regard to applicable regulations.

Consequently, You undertake not to violate these elements in any way, these being furthermore the subject of intellectual property rights.

Finally, You are reminded of Your obligation to ensure that access to the Service is not used for the purposes of copying, representation, sharing, or public distribution of any works or objects protected by copyright or a related law without the authorization of the owners of the said rights where this may be required, at risk of engaging Your responsibility as the holder of access.

Furthermore, certain documents accessible via the Services are protected by copyright, trademark, brand, patent and other intellectual property rights and may be the property of Eutelsat S.A. or third parties. You are not authorized to use these elements except to allow Your use of the Services. Unless it is reasonably necessary so as to allow the use of the Services, You are prohibited from copying, reproduction, distribution, publication, or commercial use of material obtained via the use of the Services.

Under the terms of the Contract, You have a non-exclusive license to use all proprietary and third-party software and applications that We may make available to You to allow Your use of the Services, solely in an executable form. The license granted to You under the terms of the Contract is personal and cannot be sublicensed, transferred, sold or otherwise terminated. If You use any piece of software in such a way as to violate this Article, the license shall be immediately revoked. This may affect Your ability to use all or part of the Services, but You will continue to be bound by the terms of the Contract, in particular regarding Your obligation of payment.

Finally, You are reminded that piracy harms artistic creation and the economy of the cultural sector. Legal means for the downloading of cultural content are available on the internet, lawfully, in compliance with copyright and related rights.

### **Section 11.03** Illicit content

A means of signalling illicit content is provided to internet users by Eutelsat S.A. on its Website. In this respect, You are reminded that any person who presents content or an activity to an Internet Service Provider as illicit with the sole aim of stopping its distribution or obtaining its removal, even though they are aware that the content or activity concerned is not illicit, is liable to legal proceedings that may result in fines and/or imprisonment.

You are reminded that access to the Service may be blocked as a result of illicit or potentially illicit content.

Furthermore, We may request You amend or even delete any content which may be illicit, or which harms Our image and Our reputation. According to the circumstances, Eutelsat S.A. reserves the right to suspend without compensation or terminate the Contract.

We recommend that You consult all laws and regulations applicable to the Internet and, in particular, their territorial limits.

To this end, You are reminded that certain legislations prohibit, in certain countries, distance selling, acquisition, introduction from another Member State of the European Union, or



importation from third countries, manufactured tobacco products, alcoholic drinks, drugs and other market-regulated products in the context of distance selling. The countries concerned apply severe penalties for such acts.

Furthermore, You are reminded that certain countries regulate gambling and only allow access to approved and licensed operators. Consequently, under certain legislations, You are prohibited from using the services of unlicensed online gambling operators and are liable to severe penalties.

#### **Article 12. Right of withdrawal**

You have a right of withdrawal under the conditions stated below (in accordance with the contractual provisions) solely in the event of Your subscription to the Package by telephone or via the Internet.

You have a right of withdrawal which must be exercised within a period of **fourteen (14) calendar days** of the Activation of Your Package (meaning that You need to notify Your decision to withdraw within this deadline).

This right of withdrawal may be exercised with Eutelsat S.A. by letter, using the standard form provided on the Website (in the FAQ section) and attached as Appendix 2 or on plain paper containing all the information requested on the standard form (Your family name, first name, and address, the name of the Package, the date of Activation of Your Package, the installation address of the Konnect Equipment and, if You want, the reasons for Your withdrawal) to the address Eutelsat S.A. - Konnect Service Management Client – 32, Boulevard Gallieni - 92130 Issy-les-Moulineaux – France.

You can also notify Us of Your intention to withdraw by writing to Us via Your «My konnect» ([client.konnect.com](http://client.konnect.com)) Customer Portal, or by any other unambiguous statement. In any case, We will confirm receipt of Your intention to withdraw.

Should You confirm Your agreement at the time of the Activation, the Services which You have used between the Activation and Your withdrawal will be invoiced.

The sums paid by You prior to withdrawal (in particular, the connection fees) shall be reimbursed to You using the payment method used when the Order was made, within a period of fourteen (14) calendar days from the notification of withdrawal. We may refuse repayment until we have received the Modem Box back or until you have provided evidence that you have returned the Modem Box, whichever is the earliest.

It is herein stated that any non-standard installation fees, which constitute services independent of the satellite internet access Services, paid by You upon completion of the installation will not be reimbursed in case the right of withdrawal is exercised.

The Modem Box (and its cables and power supply, etc.) provided by Eutelsat S.A. must be returned to Us in accordance with the conditions of Section 5.05(b).

In case of failure to return the Modem Box within the stated time period, You will be invoiced in accordance with the financial conditions stated in the [konnect Tariffs and Fees Guide](#).





## **Article 13. Amendment of the Contract**

### **Section 13.01** Amendment of the Contract by Eutelsat S.A.

**(a)** *Amendment of the Contractual Conditions*

Eutelsat S.A. reserves the right to amend the Contractual Conditions at any time; in this case, You will receive the new version of the Contractual Conditions by email one (1) month before they come into force.

Except where any amendment is imposed by an applicable law or regulation, in the event of substantial amendment of the Contractual Conditions in a way less favourable to You, You may terminate Your Contract without penalty on condition that You inform Us, in accordance with the conditions of Article 17, no later than four (4) months from the date on which the amended version shall come into force. After this period, the changes will be deemed to have been accepted, unless You have expressly agreed to them beforehand.

**(b)** *Amendment of and withdrawal from the sale of the Packages*

Eutelsat S.A. reserves the right to amend or withdraw the Packages from sale and to offer equivalent or improved Packages which provide equivalent characteristics to those offered upon subscription or renewal of Your Package.

You will be informed of these changes by email no later than thirty (30) days before the introduction of the new Package.

In case of withdrawal of a Package from sale, that Package shall no longer be available to You and You will no longer have access to the associated Services; any sums paid in advance shall be reimbursed to You; if no replacement Package offered to You is acceptable, You may terminate Your Contract free of charge.

### **Section 13.02** Change of Contract by the Subscriber

Subject to compliance with the Contractual Conditions (no amendment may occur during the suspension of Your Services) and insomuch as Your Package allows You to do so, You may request from Us (via Customer Services) to modify Your Package or subscribe to a different Package, subject to eligibility and within the maximum limit of one request for a change of Package per month (in the event of several requests during the same month, only the last request will be taken into account).

In case of eligibility, and on condition that You have provided all elements which may be requested from You, the new Package subscribed to will be activated in the month following that in which We confirm Your request for change. During the period in which Your Package changes, You will continue to use Your existing Package.

Your invoicing will change according to the terms and conditions of the new Package at the time the invoice is sent for the month during which the Activation of the new Package shall take place (You are reminded in this respect that invoicing takes place at the beginning of the current month).

We will notify You by email in case of refusal of Your request to change Packages. In this case, You will continue to use Your existing Package and We will continue to apply the payment terms in force under the previous Package.

You accept that a change of Package constitutes a substantial change of Your Services and, consequently, of Your Contract.

In this respect, You are reminded that the change of Package to a Package of which the fees excluding promotional offers is lower than the Package currently subscribed to will result in the renewal of Your commitment for a period of twelve (12) months from the Activation of the new



Package. In case of changing Package to a Package for which the fees are higher than Your existing Package excluding promotional offers, Your commitment period will not be renewed.

However, You are reminded that a request to change Package;

- constitutes the termination of the previous Package without the application of termination fees by Eutelsat S.A., unless You exercise Your right of withdrawal within the fourteen (14) calendar days following the Activation of the new Package, in which case the termination fees will be applied;
- constitutes the acceptance of all Contractual Conditions in force for the new Package (requirements, fees, specific details of the Package) on the day on which the Order is made to change Your Package;
- does not lead to the termination of Your Options insomuch as these are compatible with the new Package.

### **Section 13.03** Transfer of the Contract

Eutelsat S.A. reserves the right to assign, transfer, delegate or license, in whole or in part, whether at a cost or free of charge, for any reason whatsoever, the rights and obligations provided by the Contract, subject to notifying You in writing one (1) month before the transaction shall take effect. In this case, the obligations for the performance of the Contract incumbent upon Eutelsat S.A. shall be transferred to the third-party assignee without any recourse for the Subscriber against Eutelsat S.A. which shall be free of any obligation.

Furthermore, We reserve the right to outsource to one or several third parties of Our choosing, all or part of the services and obligations incumbent upon Us under the terms of the Contract.

The Subscriber shall refrain from assigning, transferring, delegating or licensing, in whole or in part for any reason, whether at a cost or free of charge, the rights and obligations provided by the Contract, except with the prior written agreement of Eutelsat S.A., which reserves the right to refuse this for any reason it may consider legitimate.

### **Section 13.04** Change of address within the Coverage Zone

In case of change of address within the Coverage Zone, You undertake to notify Us and provide Us with all necessary supporting documents (it being herein stated that alternating between Your main residence and a second home does not constitute change of address).

In this case, We will undertake at Our own cost, without any obligation being incumbent upon Us in this respect, the delivery of a new set of Konnect Equipment to Your new address up to a maximum of one (1) change of address within a period of twenty-four (24) months. If You exceed this frequency, You will be invoiced for the Konnect Equipment in accordance with the financial conditions stated in the [konnect Tariffs and Fees Guide](#).

You are responsible for returning the Modem Box (with the cables and power supply, etc.) in accordance with the conditions stated in Section 5.05(c).

However, You will be responsible for the full cost of the installation of the new Konnect Equipment at Your home address in accordance with the pricing conditions which will be indicated to You when You inform Us of Your change of address.

### **Article 14.** **Suspension of the Service by Eutelsat S.A.**

In case of a failure to comply with the Contractual Conditions (other than in the cases presented in Section 10.04) and, in particular, in case of failure to use the Package in accordance with the conditions of Article 11, the rights of third parties, or legal and regulatory conditions in force, Eutelsat S.A. reserves the right, having first informed You (on condition that the contact details that You provided are correct and up to date):



- to partially suspend Your Services by reducing data so as to maintain only functional access to online communication and e-mail services; and/or
- to fully suspend Your Services.

In the case of full or partial suspension, this shall continue until such time as You should correct any failures and/or circumstances that justify such measures.

During such measures, You shall remain bound by all of Your obligations, in particular the payment of Your invoices. Only Our obligations shall be suspended during this period.

The suspension of Service is a facility which We may employ without affecting any of Our other rights. According to the seriousness of the failure observed, or in case of a legitimate request from an administrative or judicial authority, subject to mandatory provisions, We reserve the right to terminate the Contract directly, without prior reduction or suspension of Your Services.

## **Article 15. Termination**

### **Section 15.01** Termination by the Subscriber without fault or legitimate reason

You have the right to terminate Your Package at any time on condition of giving thirty (30) days' notice. Your request should be made in writing to Eutelsat S.A. (by letter to Eutelsat S.A. – konnect Service Management Client – 32, Boulevard Gallieni - 92130 Issy-les-Moulineaux – France, or online via Your «My konnect» Customer Portal) and must contain Your identity, Your Subscription number, the name of Your Package, and the installation address concerned.

**If You are still in Your subscription period**, You are responsible for paying Us any outstanding sums which may be due up to the end of Your subscription period (the amount of the early termination fee is calculated by charging You the amount equivalent to Our cheapest package existing at the time of Your subscription, and applying that monthly amount to the number of remaining months between the end of the 30-day notice period and the end of Your minimum commitment period).

In case of change of supplier, You may ask Your new supplier if they will pay these fees.

### **Section 15.02** Termination by the Subscriber for legitimate reasons

In the exceptional cases restrictively listed below (termination for legitimate reason not being possible in any other case), You may terminate Your package, free of charge, on condition that You provide Us with the necessary supporting documents.

You must make Your request in writing to Eutelsat S.A. (by letter to Eutelsat S.A. – Konnect Service Management Client, 32, Boulevard Gallieni - 92130 Issy-les-Moulineaux – France, or via Your «My konnect» Customer Portal). Your request must state Your identity, Your Subscription number, the name of Your Package, and the installation address concerned. We reserve the right to request You provide any additional justification prior to processing Your request.

Once the request is processed, the termination shall take effect within a period of thirty (30) days.

- **Change of address outside the Coverage Zone**

Excluding the case stated in Section 13.04 (change of address within the Coverage Zone), if You, or the Main User of the Package (it being necessary to provide proof of this quality), change address outside the Coverage Zone, You are responsible for informing Us in accordance with the conditions stated above within a maximum period of thirty (30) days following the change of address.



You must also provide any necessary documents proving the change of address (tenancy agreement, electricity, gas, water, or telephone bill, etc.)

- **Non-reception of signal**

You may request the termination of Your Package without fees within a period of thirty (30) days of the Activation of Your Service, if during this period Your satellite internet connection does not function correctly, providing:

- that the technical requirements defined in Section 3.03 are respected;
- that Your installation complies with technical requirements;
- that the interruption of Your satellite internet connection does not result from the failure of a component of the Konnect Equipment (in this case, please refer to Article 18).

Upon receipt of Your request, We may perform remote diagnostics or send a technician to Your home in accordance with the conditions of Article 18 in order to identify the cause of the failure and assess whether said failure may justify Your request for termination, or to undertake the necessary correction, repair, or replacement of equipment, in which case the request for termination shall therefore not be possible.

- **Unemployment/Excess debt**

In the event of the Subscriber's indefinite unemployment, or if the Subscriber should be the subject of a debt management judgement, the Subscriber may request the termination of the Package without incurring fees, on condition that they provide any documents that may justify their situation.

- **Death**

In the event of the death of the Subscriber or the Main User (it being necessary to provide proof of this quality), their spouse or partner, or their immediate family, or the persons living with them depending on their familial situation, on condition of providing justification of this quality to Eutelsat S.A., may request the termination of the Package free of charge. All documents justifying the request (death certificate) must be produced to support this.

Should You wish to transfer the Service to another occupier of the residence to which the Service is supplied, and the Konnect Equipment installed, please contact Customer Services to determine the practicalities of the said transfer.

- **Imprisonment**

In case of imprisonment of the Subscriber or Main User of the Package (it being necessary to provide proof of this quality) for a minimum period of three (3) months, You may terminate Your Package free of charge on condition of providing all necessary proof of the incarceration and its duration.

- **Serious illness or incapacity**

In the event that serious illness or incapacity render the use of the Services impossible for the Subscriber or Main User (it being necessary to provide proof of this quality), You may request the termination of the Package without incurring fees, on condition of providing any documents that may demonstrate Your situation or that of the Main User, and the permanent or ongoing nature of the said illness or incapacity.

- **Amendment of the Contract by Eutelsat S.A.**



In this case, the termination of Your Contract is possible under the condition that the provisions of Article 13 are respected.

#### **Section 15.03** Termination for fault

In case of non-compliance with the Contractual Conditions and, in particular, in case of use of the Package that does not comply with the conditions of Article 11, the rights of third parties, or legal and regulatory conditions in force, Eutelsat S.A. reserves the right, having first informed You (on condition that the contact details that You provided are correct and up to date), to suspend Your Services (as indicated in Article 14), or to terminate the Package according to the seriousness of the non-compliance observed.

In case of termination of the Package by Eutelsat S.A., if Your commitment period is still current, You will be responsible for the termination fees provided by Section 15.01.

The Subscriber may also terminate the Package in case it should not be possible for Eutelsat S.A. to provide the Service over a prolonged period of thirty (30) days.

In case of such a request from an administrative or judicial authority, or in case of a failure to meet Your obligation which is sufficiently serious and cannot be remedied, Eutelsat S.A. reserves the right to terminate Your Package with immediate effect as soon as the failure should become apparent, or upon receiving the request to be sent by registered letter with acknowledgement of receipt.

#### **Section 15.04** Termination due to a case of force majeure

A case of force majeure is defined as any event beyond the control of Eutelsat S.A. and/or the Subscriber, and which cannot be reasonably foreseen during the conclusion of the Contract, and of which the effects are unavoidable and render impossible, either temporarily or permanently, the performance by Eutelsat S.A. and/or the Subscriber of the obligations provided by the Contract.

With regard to the Contract, Eutelsat S.A. and the Subscriber accept that the following events are liable, should they interrupt the performance of their obligations, to constitute a case of force majeure:

- any interruption to the Service directly resulting from a request by an Authority, whether this be administrative or judicial, and more generally, any official act, whether this be arbitrary or not;
- any restriction or prohibition issued by public authorities to provide electronic communications services, including any requisition, confiscation, nationalization and/or expropriation;
- any embargo on the provision of electronic communications services;
- any act of terrorism and/or attack;
- any insurrection and/or any state of war, whether this be civil or military, as well as any riot and/or revolution;
- any act of vandalism and/or piracy of any form;
- any boycott;
- any IT piracy, including sabotage to the means of electronic communications;
- any breakdown, failure or stoppage of the means of electronic communications;
- any interruption to the energy supply, including any fuel shortage or any failure or interruption of the transmission networks (including Internet);
- any natural disaster (fire, flood, etc.);
- any health crisis (epidemic, pandemic, etc.);
- any strike, whether total or partial, or any lockdown external to Eutelsat S.A., or any occupation of a business.



The qualification of one of the events listed above as a case of force majeure is not dependent on the quality of the entity affected thereby, whether it be Eutelsat S.A., its subsidiaries, its suppliers or its service providers.

In the event of one of these cases of force majeure listed above, the contractual obligations of Eutelsat S.A. and/or the Subscriber having been affected thereby shall be suspended until the effects of the said event should cease.

The notification of any of the aforementioned events by Eutelsat S.A. and/or the Subscriber to the other party shall be done by the means of one of the instruments stated in Article 17 or by any other appropriate means in case these should be unavailable. Notification shall be accompanied by appropriate supporting documents and shall be made within five (5) working days of the occurrence of such an event.

Similarly, any cessation of the effects of a case of force majeure invoked by Eutelsat S.A. and/or the Subscriber must be notified by the latter to the other Party under the same conditions as those specified above.

Eutelsat S.A. and/or the Subscriber being victim of one of the aforementioned cases of force majeure shall take all appropriate action to limit the duration of its effects.

Eutelsat S.A. may offer the Subscriber, in good faith and in accordance with the principles of fairness, an amendment to the Contract having been affected by an event of force majeure for more than one (1) month, but of which the performance proves to be economically feasible for all the Parties.

Conversely, in the absence of such a proposal by Eutelsat S.A. or in the event that no agreement can be reached between Eutelsat S.A. and the Subscriber within a period of one (1) month following the offer by Eutelsat S.A., the Contract may be terminated without compensation due by Eutelsat S.A. or the Subscriber. The Contract may be terminated by the means of notification, using one of the instruments stated in Article 17 or by any other appropriate means in case these should be unavailable.

#### **Section 15.05** Consequences of the termination of the Package

**(a)** *Effective termination date and payment of the current month*

Except in the event of a case of force majeure or termination due to fault by Eutelsat S.A., the termination shall be effective upon expiry of the notice period of thirty (30) days as specified above. As Your subscription is paid in advance, it is therefore possible that a full month's fees may be invoiced to You even where the termination of Your Package should take effect during that month. In this case it is necessary to pay this invoice, which will be reimbursed to You at the start of the following month.

**(b)** *Payment*

- **Termination during the commitment period:**

Except in the case of termination for legitimate reason (pursuant to Section 15.02 above only) or fault by Eutelsat S.A., in the event that You should be still in Your commitment period, You shall be obliged to pay Eutelsat S.A. the termination fees stated in Section 15.01.

- **Termination after the end of the commitment period:**

No termination fees will be demanded from You.

- **In any event:**

Should the termination take effect in the middle of a month, Eutelsat S.A. will reimburse the balance of any sums You paid in advance on a *pro rata* basis according to the number of





days remaining between the effective termination date and the end of the month, on condition that You have paid Your invoice for the said month.

It is herein stated that should You be eligible for a reimbursement from Eutelsat S.A., the said reimbursement may only be made once any sums due are received from You and once the Modem Box has been returned.

In case of termination by Us for a fault by You, We reserve the right to ask the Courts for compensation for damages suffered as a result of Your actions.

**(c) End of Services and Options**

At the effective date of termination of the Package, or in the days following, Your Services will be deactivated. You will no longer be able to use Your Package and its services, nor to access any data which may be stored in the context of Your Package.

Furthermore, the termination of Your Package shall result in the simultaneous termination of any Options You may have added to Your subscription (except where it is possible for these Options to continue after termination of the main Package, and that You wish to keep).

In the event that You wish to deactivate an Option only, the deactivation shall be effective from the start of the month following that during which You informed Us, in accordance with the terms of Article 17, of Your wish to no longer receive that Option.

**(d) In any case, return of the Modem Box**

Regardless of the reason, in case of the termination of Your Package, You are responsible for returning the Modem Box (with the cables and power supply, etc.) in accordance with the conditions stated in Section 5.05(c).

**Article 16. Responsibility**

**Section 16.01** Responsibility of Eutelsat S.A.

We can only be held liable for foreseeable damage or injury suffered by the Subscriber resulting directly from a fault on Our part. In no event shall We be liable to You for any indirect, consequential or incidental loss or damage, or loss of profits, income, expenses, data or anticipated savings, of any nature and even if they may be foreseeable or of which We may be notified in any manner whatsoever (please note that Eutelsat S.A. does not intend to exclude any liability that cannot be excluded as a matter of law, including for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation).

Furthermore, if You, or a third party, should participate in causing the damage, Our responsibility shall be limited to, and proportional to the part of the damage that is attributable to Us.

You shall be deemed to have contributed to the damage if:

- You use Your Package in a non-compliant way;
- You use Your Konnect Equipment in a non-compliant way;
- You fail to protect Your technical installation or Your software, in particular against potential intrusions, even though You are informed that data circulating on the Internet is not protected, in particular against possible interference and data misappropriation;
- You do not provide accurate personal information, or You do not inform Us in case of changes to this information;
- You do not provide Us with documents necessary for the performance of the Contract;



- Your PC is not functioning correctly, and You continue to use it without taking necessary precautions, etc.

In no way can Eutelsat S.A. be held responsible (except for liabilities that cannot be excluded as a matter of law, including for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation) for the following types of damage:

- immaterial damages, sometimes qualified as indirect, incidental or special damages, including damages resulting from loss of profits,
- damages for loss of earnings, loss of data or loss of use suffered by You or a third party,
- damage suffered by any terminal connected to the Internet as well as any file or software present on, or linked to it, insomuch as the damage is not related to a failure on Our part.

Except for liabilities that cannot be limited as a matter of law, including for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation, Eutelsat S.A.'s liability shall in any event be limited to the total amount of the monthly fees paid in respect of the last twelve (12) months.

If the damage alleged or suffered results from the execution by Eutelsat S.A. of a decision by the Courts or by a competent, supervisory and/or authorized administrative authority which imposes on it an action affecting the performance of the Contract, Eutelsat S.A. cannot be held liable.

Finally, Eutelsat S.A. cannot be held liable to You or to any third party for any loss or damage that may result, in particular, from any health risks related to the installation of a satellite antenna and the activation of Wi-Fi (it being stated that, in the current state of knowledge on this matter, the risks are not known) and/or as a result of the shortcomings of Wi-Fi technology, in particular due to a reduction in bandwidth or interruption of the Service as a result of the said shortcomings.

#### **Section 16.02** Responsibility of the Subscriber

By accepting these Contractual Conditions, You accept that You are solely responsible for any direct damage caused to third parties or Eutelsat S.A., which may result from a failure to perform Your contractual or legal obligations.

With regard to the above, You accept to respond to all harmful consequences for these various persons in any jurisdiction and regardless of the context of any type of action that may result from Your failure to comply with Your contractual and/or legal obligations.

#### **Article 17. Communication and notifications**

**By You:** in the context of the performance of the Contract, You have the right to notify Us by the following means:

- electronically via Your «My konnect» Customer Portal,
- by letter using the postal address Eutelsat S.A. – Konnect Service Management Client – 32, Boulevard Gallieni - 92130 Issy-les-Moulineaux – France.

You are responsible for keeping proof of sending and the date thereof.

In order for the notification addressed to Eutelsat S.A. to be valid, it must contain information which allows You to be identified (Your surname, first name, Subscriber number, the name of the Package, the installation address of the Konnect Equipment), the precise purpose of Your request (purpose of the request but also the Service/Package/Option concerned, etc.), and all documents and items necessary to justify the purpose of Your request.



You are informed that We reserve the right to request any supporting document that We may deem necessary to justify Your request (additional documents or identity documents, originals or certified copies of elements provided, all documents necessary to prove Your identity and Your quality, etc.)

You can also contact Us by telephone on 01869 722 861, Monday to Saturday from 09:00 am to 7:00 pm. However, You are expressly reminded that such communications do not constitute notification regarding Your Contract.

**By Us:** We may contact You by email at the address indicated at the time of Your subscription, via Your «My konnect» Customer Portal, by post at the address indicated at the time of Your subscription and/or by telephone at the landline or mobile number indicated at the time of Your subscription (either as a telephone call or in writing via the WhatsApp application and /or sms).

You are reminded that in the formal notice, this notice will be made by letter to the corresponding postal address.

You will be mainly notified by email of any information or amendments concerning Your Contract, Your Package and Your Services, but We may also use WhatsApp messages and/or sms (except in the case of information specified in Section 13.01).

All emails sent by Eutelsat S.A. shall be deemed to have been received by the Subscriber within a period of five (5) days of sending (subject to no delivery failure notification having been received), unless otherwise specified in the email. You are responsible for regularly consulting Your emails and notifying Us immediately in case this is not possible.

Similarly, You undertake to notify Us immediately of any changes to Your personal information or contact details. Should You fail to do so, You accept full responsibility for non-receipt of information concerning Your Package, its renewal or amendment, or information concerning Your payments, etc., without engaging the responsibility of Eutelsat S.A.

#### **Article 18. Helpdesk – Replacement**

If You encounter a technical problem related to the use of Your Package, Options or Konnect Equipment, or an administrative problem related to Your Package, You undertake to request Our assistance in the first instance by the following means:

- by calling Customer Services on 01869 722 861 (free service + local call charges),
- by contacting Us via Your «My konnect» Customer Portal.

This helpdesk service applies only to cases listed above, and is reserved for the Subscriber, the Main User and/or any person having Login credentials allowing them to access the «My konnect» Customer Portal.

In case of failure of all or part of the Konnect Equipment, You undertake to contact Us as soon as possible once You observe the failure.

In the context of resolving the problem encountered, We may:

- request Your approval to communicate all or part of the information and data necessary to an approved third party liable to resolve the problem (in particular a technician who may contact You to perform a first diagnostic);
- offer to send a technician to the site where the Konnect Equipment is installed, under the following conditions:



- if the callout occurs within three (3) months following the installation of the Konnect Equipment, You will not be invoiced (except in cases of force majeure or misuse).  
We undertake to replace the defective equipment on condition that the failure identified should not be the result of an event of force majeure or Your own fault, that of a User, or by any other object or animal which You may have care of. In which case You will be invoiced for the defective equipment;
- If the callout is outside of the three (3) months following the installation of the Konnect Equipment:
  - if the technician concludes that the failure is due to an electronic defect affecting the Modem Box or the transceiver, We undertake to replace the defective equipment, provided that the defect identified was not caused by a fault on Your part, or that of a User or of any other object or animal of which You may have care. The fees will be paid by Us;
  - if the technician concludes that the Konnect Equipment is functioning correctly and that the failure is the result of an event or cause external to the Konnect Equipment (weather events which may have caused the antenna to become misaligned, new buildings, etc.), or that the failure identified was caused by a fault on Your part, or that of a User or of any other object or animal of which You may have care, You will be responsible for the replacement costs and the technician's callout costs (as stated in the [konnect Tariffs and Fees Guide](#)).
- if You refuse the callout of a technician, We refuse any responsibility for any reason for the problems encountered and We reserve the right to suspend Your Services under the conditions of Article 14.

To all intents and purposes, You commit to always contact Us to arrange for the maintenance and/or the replacement of the Konnect Equipment. If You fail to do so, We will no longer provide maintenance, or the replacement and/or repair of the Konnect Equipment, and We refuse any responsibility in case of failure of the Konnect Equipment which may affect the use of Your Services.

## **Article 19. Personal Data**

### **Section 19.01** Login details

Your Login Details, which allow You to login to Your «My konnect» Customer Portal and to identify Yourself to Our Customer Services, are strictly confidential. You undertake to ensure they remain confidential.

These include Your Email address and password.

You are prohibited from lending, giving for hire, sharing, or disclosing them for any reason, either for payment or free, to any person.

You are solely responsible for the use of Your Login details, and when they are used it is presumed that they have been used by You. When You choose Your password, We invite You to choose a password comprising at least eight (8) characters including numbers and/or upper-case letters and/or lower-case letters and/or special characters (the password must contain three (3) of the four (4)), and also to change it regularly.

In case of the theft of Your Login Details, You must notify Us immediately via the most appropriate means: Your responsibility shall not be discharged once the said notification is received by Eutelsat S.A.. We will assist You in changing Your Login Details.



### **Section 19.02** Processing Your Personal Data

All information related to the collection and processing of data, and Your rights in this respect, can be accessed via the Website in Our [Personal Data Protection Policy](#).

### **Section 19.03** User data

In order to comply with its legal obligations as an Internet Service Provider, Eutelsat S.A. stores Your connection data, either directly or through its subsidiaries or suppliers for this purpose, for a period of one (1) year.

All or part of the user data which may be requested by any administrative or judicial authority will be shared by Eutelsat S.A. in accordance with applicable laws.

“Connection data” is understood to mean the information that You make available through access to an electronic communication tool, and which may be recorded by Eutelsat S.A. or its partners, i.e.:

- information allowing the User of the Service to be identified;
- data relating to the equipment used within the context of the use of the electronic communications tool;
- the date and time of each session and communication;
- the information relating to Your Package and any Options;
- the data allowing the recipient of the electronic communication to be identified.

### **Article 20. Complaints against Eutelsat S.A. – Customer Services**

In case of a complaint, please take the following steps:

- **1<sup>st</sup> phase:** Contact our Customer Services either by telephone (01869 722 861 - free service + local call fees), via your «My konnect» Customer Portal or by letter (Eutelsat S.A. - Konnect Service Management Client – 32, Boulevard Gallieni - 92130 Issy-les-Moulineaux – France) and explain Your problem. You will need to provide Us with all relevant information regarding Your complaint and how We can resolve this for You. We will try Our best to resolve Your complaint within fifteen (15) days, by reverting to You with a plan of action.

If We have been unable to speak with You directly, We will contact You in writing outlining Our findings and what We can do to resolve Your complaint. If We are unable to resolve Your complaint to Your satisfaction within said fifteen (15) days, You are invited to contact Us again and ask to escalate Your issue to a manager for further action (please note that in the event We do not hear back from You within twenty-eight (28) days of the plan of action being communicated, We will consider the matter solved).

- **2<sup>nd</sup> phase:** Once You contact Our Customer Services (by telephone, via your «My konnect» Customer Portal or by letter) to explain why You consider Your complaint has not been resolved to Your satisfaction, We will reply to You as quickly as possible. In any case Our reply will be within fifteen (15) days of Your contact with Us to reach a resolution with You and/or propose a new plan of action. If We have been unable to speak with You directly, We will contact You in writing outlining Our findings and what We can do to resolve Your complaint.

If We are unable to resolve Your complaint to Your satisfaction within said fifteen (15) days, You are invited to escalate Your complaint to the ADR (please note that in the event We do not hear back from You or from the ADR within twenty-eight (28) days of the new plan of action being communicated, We will consider the matter solved).

**Before making an application, please first check that the following conditions have been met:**

- You have already complained to the company in the first instance



- At least eight (8) weeks have passed since You first complained to them or You have received a deadlock/ ADR letter.
- **3<sup>rd</sup> phase:** In the event that:
  - Eight (8) weeks have passed since the day We first received Your complaint and You are still not satisfied with Our response; OR
  - You do not consider the proposed outcome of Our investigation into Your complaint to resolve Your complaint to Your satisfaction, but We do not intend to take additional steps to resolve Your complaint to Your satisfaction;

We will issue an ADR Letter to You and You will be able to refer Your complaint to an ADR. The ADR is an independent intermediary who will examine the case from both sides and take a decision they think is fair for the resolution of the issue (please note that We may decline to issue the ADR Letter if We have reasonable grounds to consider We can resolve Your complaint in a timely manner and are taking steps to do so; if the complaint can be considered vexatious; or if the subject-matter of the Complaint is outside the jurisdiction of the ADR scheme).

Our ADR Scheme is managed by the Communications & Internet Services Adjudication Scheme (CISAS) and You can submit a claim to them online on the following link: <https://www.cedr.com/cisas/> or by writing to them at the following address:

CISAS  
70 Fleet Street,  
London EC4Y 1EU

#### **Article 21. Applicable law - Dispute resolution**

The Contract is subject to French law, excluding the application of its conflict of law rules, **subject to the consumer protection regulations in force in the United Kingdom, which shall prevail if the latter are more favourable to the Subscriber.** Consequently, as a consumer, if the Konnect Equipment is installed in, and Service is provided within the United Kingdom, You also benefit from rights protecting You under the provisions of the applicable law in that country.

In case of dispute, the Subscriber and Eutelsat S.A. undertake to try to find an amicable solution, specifically through a mediation process (in particular via <https://www.cedr.com/cisas/>).

In the absence of an amicable outcome of the dispute, You agree to submit any dispute liable to oppose us before the non-exclusive competence of the competent courts within the jurisdiction of the Paris Court of Appeal, meaning that for the application of the Contract, You may bring a case to assert Your consumer rights before the competent court within the jurisdiction of the Paris Court of Appeal or in the country in which your Service is provided (i.e. the Courts of English and Welsh) or in the country of the European Union in which You are domiciliated, if different from the country in which your Service is provided.

Eutelsat S.A.'s failure to take action in the event of any failure or fault on Your part shall not constitute a waiver by Eutelsat S.A. of its rights in this respect, nor a waiver of its right to take action in respect of such a failure or fault or any other breach.

#### **Article 22. Miscellaneous**

##### **Section 22.01 Fees**

The Subscriber and Eutelsat S.A. shall bear their own fees, costs and any disbursements arising from the conclusion and performance of the Contract.





**Section 22.02** Independence

The Subscriber and Eutelsat S.A. accept that the conclusion and execution of the Contract shall not create any dependence or subordination between them, nor establish a joint enterprise or subsidiary.

**Section 22.03** Links to third-party websites

Links on the Website may direct the User away from it. Certain website links present on the Website may not be under Our control, and as such We are not responsible for the content featured on those websites. We provide links only for Your convenience and this does not in any case imply the inspection, review, validation or endorsement, either full or partial, by Eutelsat S.A. of any content found on those websites.

**Section 22.04** Divisibility

In the event that a condition of the Contractual Conditions shall prove unworkable, null or illegal, the validity of the Contract shall be unaffected and We shall replace the unworkable, null or illegal condition with a valid condition which honours the spirit of the Contract, and You shall not unreasonably withhold Your agreement of such replacement.

**Section 22.05** Headings

The headings of the Articles and Sections are for illustration purposes only in order to facilitate the reading of the Contractual Conditions and have no inherent contractual value.

**Section 22.06** Language

The official language of the Contractual Conditions is English. Any translation which may be provided by Eutelsat S.A. shall be for information purposes only, the English version having precedence.

**1. IN THE CASE OF STANDARD INSTALLATION**

<p><b>Definition of a standard installation</b></p>	<p>A standard installation depends on the access possible for, and the complexity of the installation, but it does not depend on the number of hours required to complete the installation.</p> <p>Standard installation depends on the positioning possible for the antenna:</p> <ul style="list-style-type: none"> <li>- Building's lateral walls easily accessible with a class-1 ladder (up to 130kg load);</li> <li>- Roof accessible from the building's stairs or with a class-1 ladder (up to 130kg load) with mounting fixed to the interior wall, wall or parapet, roof surface or ground;</li> <li>- Ground-floor with concrete base with good satellite visibility.</li> </ul> <p>The wall or surface used for installation must be south facing with a clear, unobstructed line of sight towards the satellite. It must have sufficient clearance and space to allow the growth of trees.</p> <p>The installation position for the antenna must be authorized by the Subscriber.</p> <p>The standard installation must be made using the Trimast (included in the Konnect Equipment) which allows for horizontal, vertical and inclined configurations.</p> <p>The Trimast must be fixed to a solid mounting point using 5cm M8 bolts which must be selected according to, and suitable for the type of wall. Example: expansion / anchor bolts (concrete), rawl (wall) plugs (brick), screws (wood) using the 6 anchor bolts for fixing to concrete that are included in the Konnect Equipment Trimast.</p> <p>The penetration and routing of existing cables should be used to allow the cable to pass from the exterior to the interior. If it is necessary to drill a hole, a suitable wall must be identified and any penetration into the building must be sealed.</p> <p>Distance of cable routing of 30m with a standard Konnect Equipment cable. The routing of the cable must be satisfactory and achievable.</p> <p>The fixing clips for the coaxial cable must be used to fix the cable along the routing (subject to approval by the Subscriber).</p> <p>The coaxial cable ties must be adjusted so as to allow the service loop on the cable connected to the transceiver and the cable routing on the antenna mount.</p>
<p><b>Fees associated with standard installation</b></p>	<p>The fees associated with standard installation and the party responsible for bearing these are shown in the <a href="#">konnect Tariffs and Fees Guide</a>.</p> <p>Additional fees may apply in case of non-standard installation.</p>



## 2. IN THE CASE OF NON-STANDARD INSTALLATION

<p><b>Definition</b></p>	<p>Non-standard installation concerns all exceptional cases that do not fall within the definition of a standard installation above and performed using the elements included in the Konnect Equipment, and which requires additional equipment, additional labour or additional travel to complete the installation.</p>
<p><b>Different cases</b></p>	<p><b>CASES 1-4</b> - supply of special mountings to meet conditions or requirements specific to the Subscriber:</p> <ul style="list-style-type: none"> <li>- special roof mounting - <b>CASE 1</b> (one or two installation technicians and one or two appointments)</li> <li>- penetrating mounting - <b>CASE 2</b> (one or two appointments)</li> <li>- mounting on a post - <b>CASE 3</b> (one or two installation technicians and one or two appointments)</li> <li>- non-penetrating mounting - <b>CASE 4</b> (one or two appointments)</li> </ul> <p><b>CASE 5</b> - supply of a special cherry-picker to access the installation site for the antenna (possibly requiring a second installation technician so as to comply with regulations on health and safety at work) - liable to be cumulative with other CASES of non-standard installation.</p> <p><b>CASE 6</b> - installation made on a small island to which access is difficult: in the case of installation of the Konnect Equipment at the home of a Subscriber living in a location to which access is unusually difficult, such as on an island, requiring a longer travel time (to take a boat), and with possible overnight accommodation - liable to be cumulative with standard installation or with other CASES of non-standard installation.</p> <p><b>CASE 7</b> - supply of grounding cable – liable to be cumulative with other CASES of non-standard installation.</p>
<p><b>Additional fees for each case</b></p>	<p>The additional fees associated with a non-standard installation are described in the <a href="#">konnect Tariffs and Fees Guide</a> and differ according to the number of appointments and installation technicians required.</p>



**Appendix 2 – Withdrawal form**

In compliance with the applicable legal and regulatory conditions, as a consumer You enjoy a right of withdrawal for distance sales (via internet or telephone). You are required to exercise this right within **fourteen (14) calendar days** following the Activation of the Service included in Your Package.

In order to exercise Your right of withdrawal, You must complete this form and send it to the following address within the aforementioned 14-day period:

**Eutelsat S.A. – Konnect Service Management Client – 32, Boulevard Gallieni - 92130 Issy-les-Moulineaux – France**

I hereby notify You of my intention to withdraw from the following service or sales contract:	
Name of the Package: .....	Package activated on (date): .....
Order date (optional).....	Customer account number: .....
For the following reasons (optional):	
.....	
.....	
.....	
.....	

Contact information of the requester, private customer, customer account holder linked to the Package concerned by the withdrawal request*:	
Family name: .....	First name: .....
Address: .....	
.....	
Postcode: .....	City: .....

- ❖ I undertake to return, within a period of thirty (30) days following my decision to withdraw, the Modem Box (along with its connection and power supply cables) using suitable packaging so as to avoid any risk of damage to the equipment during transport. The return of my equipment shall be accompanied by the returns document provided to me. Failure to return my equipment within a period of thirty (30) days will result in me being invoiced for the Modem Box (price stated in the [konnect Tariffs and Fees Guide](#)).
- ❖ I understand that any consumption prior to my decision to withdraw may be invoiced in compliance with legal and regulatory conditions applicable.
- ❖ I confirm that the information provided herein is correct.

Signed on (date): ..... At: .....

.....

Signature:

\*Unless indicated "optional", the information collected is required to process Your request. This information is the subject of automated processing under the responsibility of Eutelsat S.A. (which markets konnect's products and services) and is intended for use by departments within Eutelsat S.A., and its suppliers responsible for the processing of Your request and subsequent actions. You also have a right to access, correct, limit, delete, oppose (for legitimate reasons) the processing of Your personal data, their sharing with third parties, to oppose the reception of marketing information, a right to the portability of Your data, a right to define what happens to Your personal data after Your death and, as appropriate, to withdraw Your consent at any time. You can exercise Your rights by sending an email to the following address: [dpo@konnect.com](mailto:dpo@konnect.com) or by regular mail at: Eutelsat S.A. – DPO Service konnect – 32, Boulevard Gallieni - 92130 Issy-les-Moulineaux – France, with proof of identity. For more information on Your rights and the way in which Eutelsat S.A. stores and uses Your personal data, We invite You to consult Our [Personal Data Protection Policy](#).