



CONTRACTUAL CONDITIONS FOR DELIVERY AND INSTALLATION KONNECT INTERNET PACKAGES

Version in force as of 01/08/2022

Article 1. Purpose of the contract

These Delivery and Installation 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 delivery and installation of the Konnect Equipment 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) in connection with the subscription to the Konnect Packages and in accordance with the terms and conditions of the Contractual Conditions.

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 Konnect Equipment is connected to Your connected devices (in particular Your computer) thereby allowing You to access the Internet. In case of professional installation, the process is formalized by a document signed by the Subscriber
"Contract"	Refers to the Contractual Conditions for the Service, Delivery and Installation Contractual Conditions and the Service 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 the Contractual Conditions of the Service
"Delivery and Installation 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.
"Data Top-ups"	Refers to the possibility to purchase at any time additional data for Your Package.



"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.
"Installation"	Refers to either professional or self-installation dependent on what You chose
"Konnnect Equipment"	Refers to the equipment provided by Eutelsat S.A. in the context of the Package and which allows the Subscriber to use the Services
<u>"Konnnect Tariffs and Fees Guide"</u>	Refers to the complete and updated list of all fees charged by Eutelsat S.A., and which can be viewed at www.konnnect.com
"Login Details"	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
"Main User"	Refers to the principal User when this is not the Subscriber declared as such to Eutelsat S.A.
"Modem Box"	HT2000W Wi-Fi Modem Box (with its power supply unit) for indoor installation and which allows the use of the Services offered as part of the Packages
"«My Konnect» Customer Portal"	Refers to the space dedicated to the Subscriber, accessible by the Subscriber via the Website www.konnnect.com using their login details
"Option(s)"	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.)
"Order"	Refers to the subscription to a Konnect Package by any means permitted by Eutelsat S.A.
"Package"	Refers to the Service(s) offered by Eutelsat S.A. as described in the Contract, the «My Konnect» Customer Portal and/or the Website
"Personal Data"	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
"Professional Installation"	Refers to an option for installation of the Konnect Equipment that can be chosen when placing the



“Right of Withdrawal”	Order. In this case the installation will be carried out by a technician instructed by Eutelsat S.A.
“Self-Installation”	Means the fourteen (14) calendar days period described in Article 12 below
“Service(s)”	Refers to an option for installation of the Konnect Equipment that can be chosen when placing the Order. In this case the installation will be carried out by the Subscriber (or any person chosen by the Subscriber)
“Standard Information Sheet”	Refers to the satellite internet connection service(s) provided as part of the subscription to a Package
“Subscriber”/“You”/“Your”/“Yours”	Refers to the document presenting the main characteristics of the Packages marketed by Eutelsat S.A. (excluding fees) and accessible at www.konnect.com
“Subscription”	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.
“Transceiver”	Means the action to choose a Package, to provide the necessary information and to pay the Activation and Shipment Fee.
“User”	Small head fixed at the edge of the reflector capable to transmit and receive signals reflected by the antenna), which allows the use of the Services offered as part of the Packages
“We”/“Our”/“Ours”	Refers to a person using the Package purchased by a Subscriber. This may be a third party to the Contract.
“Website”	Refers to Eutelsat S.A., which markets the Konnect Packages
	Refers to the Konnect website (www.konnect.com) published by Eutelsat S.A.

Article 3. Delivery of the Konnect Equipment after subscription to a Konnect Package

Section 3.01 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.

Except in case of Self-Installation, 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 3.02 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 and of Your Shipment 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 3.03 Failure to deliver within the delivery time - Cancellation

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 3.04 Price

A Shipment fee payable upon order, applies for the delivery of the Konnect Equipment.

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 of the Contractual Conditions).

Section 3.05 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 4. Installation of the equipment and Activation

Section 4.01 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 of the Contractual Conditions 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 4.02 Type of Installation

While ordering your Package, You can choose between Professional Installation by a professional technician and Self-installation. If You choose Self-installation, please continue reading at Section 4.05. Both types of installation are not part of the Service Contract but constitute a separate contract.

Section 4.03 Appointments for Professional Installation

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 the Activation fee and of the Shipment fee, of Your Contract signed and of a valid means of payment of Your monthly fee (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 4.04 Cost of the Professional Installation

Standard Professional 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 and partially at your expense (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 the event you fail to cancel your scheduled appointment for a Professional installation with a minimum prior cancellation notice of two (2) complete working days.

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 Professional installation.

In the event that a standard Professional installation cannot be made, a non-standard Professional 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 Professional installation and the types of non-standard Professional installation are stated in Appendix 1 of these Delivery and Installation 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 Professional installation will be presented to You by the installation technician). You are reminded that the fees for certain cases of non-standard Professional installation may be cumulative.



In the event that You do not approve the non-standard Professional 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) of the Contractual Conditions.

As the Order of a Professional Installation constitutes a separate Service independent from the Package, the costs of the Professional Installation performed will not be reimbursed in case of withdrawal or termination of the subscription.

Section 4.05 Self-installation

In case that you have chosen Self-Installation, you will receive a self-installation guide together with the Konnect Equipment, explaining how to install the Konnect Equipment and to Activate the Package.

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 to comply with all applicable laws and regulations.

In the event that You need professional help with the installation, You can also contact our Customer Relation Centre (01869 722 861: free service + local call fee) and We may provide You with a list of names of independent technicians. However, any contract concluded between You and the technician is a separate contract, independent from the Contract concluded between Eutelsat S.A. and You. Eutelsat S.A. cannot be held liable for any of the work performed by the technician in order to install the Konnect Equipment.

If you have opted for Self-installation, Eutelsat S.A. is not liable for any injuries or damages that occur in connection with the Self-installation, 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 (to body or health) caused by its negligence (or by the intentional or negligent breach of duty by its legal representative or a person used to perform an obligation of Eutelsat S.A.) or for other damages arising for a grossly negligent breach of duty (or by the intentional or grossly negligent breach of duty by its legal representative or a person used to perform an obligation of Eutelsat S.A.).

In any case, Eutelsat S.A. is neither responsible for the configuration of your connected devices or their network, which are not part of the Konnect Equipment, nor for the correct functioning of third-party tools (connected devices) over the satellite system and the compatibility with its Packages and Services.

Section 4.06 Costs of Self-installation

If you choose the Self-installation, You will not pay Eutelsat for installation, however, the Activation fee, the Shipment Fee and potentially the Reservation fee will be charged according to the [Konnect Tariffs and Fees Guide](#). Indeed, if the installation is not performed and the service is not activated within six (6) weeks from the delivery date, You will be invoiced a Reservation fee in accordance with the financial conditions stated in the [Konnect Tariffs and Fees Guide](#). You will be charged with the Reservation fee from the expiry of the six (6) week-period until the installation and Activation of the Service is performed.

The Reservation fee will be invoiced monthly in arrears; the first invoice of the Reservation Fee will include the *pro rata* of the month during which the period of six (6) weeks in order to install the Konnect Equipment and activate the Package has expired.



Once the installation of the Konnect Equipment and the Activation of the Service will be performed, we will invoice to you only the prorata of the month until the day before the Activation.

The Reservation fee is non-refundable in the case of withdrawal, cancellation or termination of the Contract.

Section 4.07 Right of termination

Eutelsat S.A. reserves the right to terminate the Contract if the service is not activated within six (6) months after the delivery of the equipment (see Section 15.03 of the Contractual Conditions).

Section 4.08 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 Professional 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 Professional 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 5. Applicable law - Dispute resolution

The Delivery and Installation Contractual Conditions are 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 country of the European Union in which the Konnect Equipment is installed) or in the country of the European Union in which You are domiciliated, if different from the country in which your Service is provided, whereas Eutelsat S.A. must bring any claims at the court responsible for Your Domicile.



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 6. Miscellaneous

Section 6.01 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 6.02 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 6.03 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 6.04 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 6.05 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 6.06 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.



Appendix 1 – Installation

1. IN THE CASE OF STANDARD PROFESSIONAL INSTALLATION

<p>Definition of a standard Professional installation</p>	<p>A standard Professional installation is conducted by a professional technician and 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 Professional installation depends on the positioning possible for the antenna:</p> <ul style="list-style-type: none"> - Building's lateral walls easily accessible with a class-1 ladder (up to 130kg load); - Roof accessible from the building's stairs or with a class-1 ladder (up to 130kg load) with mounting fixed to the exterior wall, wall or parapet, roof surface or ground; - Ground-floor with concrete base with good satellite visibility. <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 Professional 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>Fees associated with standard Professional installation</p>	<p>The fees associated with standard Professional installation and the party responsible for bearing these are shown in the Konnect Tariffs and Fees Guide.</p> <p>Additional fees may apply in case of non-standard Professional installation.</p>



2. IN THE CASE OF NON-STANDARD PROFESSIONAL INSTALLATION

<p>Definition</p>	<p>Non-standard Professional installation concerns all exceptional cases that do not fall within the definition of a standard Professional 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>Different cases</p>	<p>CASES 1-4 - supply of special mountings to meet conditions or requirements specific to the Subscriber:</p> <ul style="list-style-type: none"> - special roof mounting - CASE 1 (one or two installation technicians and one or two appointments) - penetrating mounting - CASE 2 (one or two appointments) - mounting on a post - CASE 3 (one or two installation technicians and one or two appointments) - non-penetrating mounting - CASE 4 (one or two appointments) <p>CASE 5 - 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 standard Professional installation or with other CASES of non-standard installation.</p> <p>CASE 6 - 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 Professional installation.</p> <p>CASE 7 - supply of grounding cable – liable to be cumulative with standard Professional installation or other CASES of non-standard Professional installation.</p>
<p>Additional fees for each case</p>	<p>The additional fees associated with a non-standard Professional installation are described in the Konnect Tariffs and Fees Guide and differ according to the number of appointments and installation technicians required.</p>

3. IN THE CASE OF SELF-INSTALLATION

<p>Definition</p>	<p>A Self-Installation is conducted by You according to the self-installation guide provided to You upon delivery of the Konnect Equipment.</p> <p>If you have any questions about how to perform the Self-Installation or if You do need professional help with the installation, You can</p>
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	contact our Customer Relation Centre and We may provide You with a list of names of independent technicians.
Fees	Additional fees will apply if a Professional installation is required, to be discussed with the technician you will chose.