



Terms and Conditions of Use

KONNECT INTERNET PACKAGES

KONNECT AFRICA RDC SARLU

Updated 08/11/2022

Article 1. Purpose of the Terms and Conditions of Use

These Terms and Conditions of Use, which You accepted when You made Your subscription to Your Packages either directly through Konnect Africa RDC SARLU or through one of the approved Resellers or Sub-Resellers of Konnect Africa RDC SARLU, apply to the supply of satellite internet services by Konnect Africa RDC SARLU, on condition of their availability and the compliance with requirements for the subscription to the konnect Packages. Konnect Africa RDC SARLU is a company incorporated under the laws of the Democratic Republic of Congo, registered under the RCCM CD/KIN/RCCM 18-B-01453, having offices at 37, Immeuble Itimbiri, Boulevard du 30 Juin, Gombe, Kinshasa, Democratic Republic of the Congo (hereinafter referred to as "**Konnect Africa RDC**").

These Terms and Conditions will be applicable in its whole extension to both Private Customers and Business Customers, except when expressly stated otherwise.

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 an installation technician managed by the Reseller or Sub-Reseller or Konnect Africa RDC through the Konnect Africa RDC Boutique, connects Your Konnect Equipment to Your connected devices (in particular Your computer) thereby allowing You to access the Internet.
"Business Customer"	Refers to a Customer, which is an entity and contracts the Services for business purposes.
"Coverage zone"	Refers to the geographic area(s) in Democratic Republic of Congo where the Packages are available commercially and technically.
"Customer"/ "You"/ "Your"/ "Yours"	Refers either to a Private Customer or a Business Customer with a "My konnect" Customer Portal, having subscribed to a konnect Package and responsible for complying with these Terms and Conditions of Use, the use of the Package, and payments due under the terms of these Terms and Conditions of Use.
"Data Allowance"	Means the volume of traffic (upload + download) available for each Plan during a Validity Period before applying limitations. Different Data Allowances are available through different Plans.
"Email address"	Refers to the electronic mail address provided by the Customer to the Reseller or Sub-Reseller when acquiring a Package, intended in particular for the exchange of information/notifications/documents/requests relating to the Package subscribed to, to the Konnect Equipment bought or more generally to these Terms and Conditions of Use.



“Fees Guide”	Refers to the complete and updated list of all fees charged by Konnect Africa RDC, and which can be viewed at https://konnect.com .
“Konnect Africa RDC Boutique”	Refers to the physical stores located in the Democratic Republic of Congo where the Customer can purchase the Service(s) and the Konnect Equipment.
“Konnect Equipment”	Refers to the equipment bought by the Customer from the Reseller or Sub-Reseller or, from Konnect Africa RDC through a Konnect Africa RDC Boutique, which allows the Customer to use the Services.
“Login details”	Refers to the Email address, and password (initially provided by Konnect Africa RDC then personalized by the Customer) allowing the Customer to identify himself and login to their “My konnect” Customer Portal.
“Main User”	Refers to the principal User when this is not the Customer declared as such to Konnect Africa RDC.
“My konnect” Customer Portal	Refers to the space dedicated to the Customer, accessible by the Customer via the Website https://client.konnect.com using their login details.
“Option(s)”	Refers to any Service 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 and/or Option by any means permitted by Konnect Africa RDC.
“Package”	Refers to the Service(s) offered by Konnect Africa RDC as described in these Terms and Conditions of Use, the Fees Guide, 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.
“Private Customer”	Means an individual accepting these Terms and Conditions as a consumer and contracting the Services for its own personal and domestic use.
“Service(s)”	Refers to the satellite internet connection service(s) provided as part of the subscription to a Package.
“Terms and Conditions of Use”	Refers to this document which defines the rights and obligations of Konnect Africa RDC, the Customer and, where applicable, a User, and which constitutes the



entirety of the agreement between Konnect Africa RDC and the Customer, together with the Fees Guide, and for which they alone are responsible to the exclusion of any third party.

“User”	Refers to a person using the Package purchased by a Customer. This may be a third party to these Terms and Conditions of Use.
“We”/ “Our”/ “Ours”	Refers to Konnect Africa RDC, which markets the konnect Packages.
“Website”	Refers to the konnect website (https://konnect.com) published by Konnect Africa RDC.

Article 3. Subscription to konnect Packages

Section 3.01 Quality of the person making the subscription

When subscribing to a Konnect Africa RDC Package and, if applicable, when buying Konnect Equipment from Konnect Africa RDC through a Konnect Africa RDC Boutique, You confirm that You have the legal capacity to enter into a contract with Konnect Africa RDC, and to perform Your obligations under the terms of these Terms and Conditions of Use. If you are a Private Customer, You also confirm that You are a private consumer over the age of 18 acting on Your own behalf.

If You subscribe to a Package on behalf of a third-party User, You remain responsible to Konnect Africa RDC and to all administrations and judicial authorities, and also to any third party for the compliance by the User with the conditions of the Terms and Conditions of Use and obligations contained therein, as well as the legal obligations associated with the use of satellite internet services. Upon request by Konnect Africa RDC, You undertake to provide all elements necessary for the identification of the User.

Section 3.02 Acceptance of the Terms and Conditions of Use when subscribing to a Package through a Reseller or Sub-Reseller or through the Konnect Africa RDC Boutique.

You undertake at the moment of the Order to accept these Terms and Conditions of Use.

In the event of failure to accept these Terms and Conditions of Use, the Reseller or Sub-Reseller or the Konnect Africa RDC Boutique won't be able to activate the Package.

More generally, You undertake to provide to Konnect Africa RDC, within a reasonable period of time, any information and documents necessary for the provision of the Service and the performance of the Terms and Conditions of Use that Konnect Africa RDC, through the Resellers or Sub-Reseller or through the Konnect Africa RDC Boutique may request from You.

Section 3.03 Technical requirements

Before You subscribe to a Package, Konnect Africa RDC invites You to check the following:

- That the configuration and geographic location of Your premise or site allow the installation of Your Konnect Equipment and the use of the Services:
 - o is Your premise or site located within the Coverage Zone for the Package?
 - o is there an area of Your premise or site that is unobstructed at around 60 degrees elevation and north-west-facing and south-facing as applicable (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 point to the Konnect Satellite?
 - o is the geographic zone a suitable distance from any electromagnetic sources (e.g. airports, etc.)?
- is the electrical installation in Your premises or site grounded (do you have an “earth spike” to connect the antenna to)?
- Do/does Your connected device(s) (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 Article 4.02)?

In the absence of Your prior checks and Your compliance, Konnect Africa RDC 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 Konnect Africa RDC does not exclude any liability that cannot be excluded as a matter of law).

Section 3.04 The Packages

The konnect Packages consist of an internet access Service. One or several Options may be available for Your Package.

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. Customers 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 Customer are their sole responsibility, and Konnect Africa RDC 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/reputation resulting therefrom, it being specified that Konnect Africa RDC does not exclude any liability that cannot be excluded as a matter of law.

Section 3.05 Availability 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 available for subscription within the Coverage Zone.

Section 3.06 Subscription

Subscription to the konnect Packages shall be made through one of the Resellers or Sub-Resellers approved by Konnect Africa RDC or through one of Konnect Africa RDC Boutiques. In any event, the Customer is contractually bound to Konnect Africa RDC by the conditions of the Terms and Conditions of Use in force on the day the Order is made.

The Order will be processed by Konnect Africa RDC either through the Konnect Africa RDC Boutiques or through the Resellers or Sub-Resellers, as applicable, after payment of the corresponding fee, and the documents and information required for the subscription, all subject to Your eligibility and the availability of the Package.

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 Terms and Conditions of Use, which shall determine the conditions and fees for satellite internet access products and services provided by Konnect Africa RDC, and the conditions by which the Customer 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 Terms and Conditions of Use 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 consists of a 74, 90, 98, or 120cm diameter satellite dish, aerial with transceiver head (1W or 2W), coaxial cable (30m), HT2000 Modem Box and power supply. The Konnect Equipment can be bought directly from the Reseller or Sub-Reseller, in which case, You have to subscribe a separate agreement with them, or from Konnect Africa RDC through the Konnect Africa RDC Boutique, in which case you accept the Terms and Conditions of Sale of Konnect Equipment attached in **Appendix 1** herein.

To use a Package, it is necessary to have and to install the Konnect Equipment compatible with the Service provided by Konnect Africa RDC.

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

The satellite internet access Service (operated by Konnect Africa RDC) 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 by Konnect Africa RDC authorized Resellers or Sub-Resellers or by the Konnect Africa RDC Boutique.

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 Customer) and upload speeds (data sent by the Customer) expressed in megabits per second (Mbps) which depend on the Package You choose. These speeds are not guaranteed.

Latency is between 600 and 700 milliseconds.

The speeds stated (data speed) are the maximum speeds reached, that is made accessible by the use of the Konnect Equipment, subject to the use of the Service under normal conditions, the Customer'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.

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; data transfer; 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, multiple Data Allowance thresholds are set. When the consumed volume exceeds one of the Data Allowance thresholds, the maximum speed reachable is lowered to the corresponding reduced speed, according to the Package specification.

Please note, Your consumption is not counted at night from 10:00 pm to 06:00 am local time for the calculation of Your volume consumption.

You can monitor Your data consumption in Your "My konnect" Customer Portal or by calling Customer Service via the WhatsApp application to the number +225 05 85460987 or through the telephone number +243 974 802 222.

Even if You have not reached the Data Allowance, 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 Konnect Africa RDC customers.

We further inform You that certain Internet usages are prioritized over others (for example conversational usages are prioritized over the other usages). 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 any of the EUTELSAT satellites network.



If You encounter difficulties with the advertised speed for any reason other than those stated above and which are not the fault of Konnect Africa RDC (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 via the WhatsApp application to the number +225 05 85460987 or through the telephone number +243 974 802 222 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 Konnect Africa RDC, compensation in accordance with the regulations in force.

Section 4.03 Maintenance

In order to ensure the operation of its network or of the Package subscribed to, Konnect Africa RDC 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 by the Reseller or Sub-Reseller and/or by Our Customer Service 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 Terms and Conditions of Use. With the exception of liabilities that cannot be excluded as a matter of law, including for death or personal injury caused by Konnect Africa RDC 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, subject to applicable regulations. If You experience any interruptions, You may contact Our Customer Service according to Article 15.

Section 4.04 Security Measures

In order to prevent threats, vulnerabilities, security or integrity breaches, Konnect Africa RDC uses a certified information security management system in accordance with ISO 27001. On this basis, Konnect Africa RDC complies with the best practices to ensure a high level in cybersecurity: secure premises, protected by physical security measures, host Konnect Africa RDC 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 Konnect Equipment

Section 5.01 Type

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

Such Konnect Equipment can be sold (i) by Konnect Africa RDC's authorized Reseller or Sub-Reseller to the Customer, in which case You shall enter into a separate agreement with such Reseller or Sub-Reseller or (ii) by Konnect Africa RDC through one of Konnect Africa RDC Boutiques, in which case You accept the Terms and Conditions of Sale of the Konnect Equipment included in **Appendix 1** attached herein.

The Customer shall bear all consequences, financial and otherwise, in the event that the Konnect Equipment is used in a manner inconsistent with applicable standards and the usage instructions.

Section 5.02 Activation

(a) *Activation of the Package*

Once the installation is completed, You will be able to Activate 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 through a Konnect Africa RDC



authorized Reseller or Sub-Reseller or through one of Konnect Africa RDC Boutiques, to one or several Options from the list featured on the Website.

To subscribe to one or more Options after subscribing to Your Package, We invite You to contact Customer Services via the WhatsApp application to the number +225 05 85460987 or to telephone number +243 974 802 222. The Options shall be activated upon Your subscription.

Section 5.03 Installation or removal of the Konnect Equipment

Konnect Africa RDC reminds You that if You buy the Konnect Equipment to the Reseller or Sub-Reseller, it does not perform or pay the costs of installation or removal of the elements of the Konnect Equipment, which are managed by the Reseller or Sub-Resellers.

Article 6. Terms and Conditions of Use period and duration of the Package

Section 6.01 Terms and Conditions of Use period

The Terms and Conditions of Use shall come into force upon confirmation of the Order and acceptance of the Terms and Conditions of Use. The Terms and Conditions of Use shall expire upon fulfilment by Konnect Africa RDC and by the Customer of all obligations incumbent upon them.

Section 6.02 Duration of the Package

The subscription to the Package is for periods of one (1) month.

Once you have used all the data in Your Package, you may purchase the same Package again, switch to a different Package with more or less data as required or choose not to renew Your Package. You are reminded that new Activations can only be performed through the Reseller or Sub-Reseller or through a Konnect Africa RDC Boutique. On the other hand, if you would like to renew Your Package, you can do it through the Reseller or Sub-Reseller or through the Konnect Africa RDC Boutique and also through the Customer Portal. Please be aware that only renewals can be performed through the Customer Portal.

You are reminded that you may not have more than one active Package at once. Packages can only be subscribed or renewed once all data in the previous Package has been used. You can monitor how much data remains on Your Package at any time by checking the data consumption in the "My konnect" Customer Portal.

We will inform You by SMS at the end of the validity of Your Package.

Article 7. Fees for the konnect Packages and their description

The current fees and description of the Packages are stated in the Fees Guide and will be applicable to You if said Packages are available for purchase from the Konnect Africa RDC Boutiques or the Reseller/Sub-Reseller.

The fees are also available on the Website (<https://konnect.com>) in the *Forfaits Internet* section.

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 for its renewal or modification) and exclude all additional fees.

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

The fees associated with the use of the Services and any Options, may be amended by Konnect Africa RDC freely and at any time. Nevertheless, these changes shall not be applicable to the current Terms and Conditions of Use.

Article 8. Invoicing and Payment

Section 8.01 Invoicing conditions

The fees for the Package shall be invoiced in advance. Consequently, when you place an Order and pay the Reseller, the Sub-Reseller or a Konnect Africa RDC Boutique, We will invoice You for the Package and/or Option purchased.

Section 8.02 Payment methods

All sums due under the terms of the Terms and Conditions of Use shall be paid by You in cash, except when it is a renewal of a Package and/or of an Option and/or of a Volume Booster, in which case you will be able to pay



through the Mobile Money Wallet, if available to You.

Section 8.03 Invoices

The Reseller, Sub-Reseller or a Konnect Africa RDC Boutique, as applicable, will provide You with the correspondent invoice once You activate a Package or if you renew a Package with the Reseller, Sub-Reseller or a Konnect Africa RDC Boutique (and not through the Mobile Money Wallet). In any case, your invoices and data consumption will be available in Your "My konnect" Customer Portal and will be stored by Konnect Africa RDC.

You are obliged to pay the invoice corresponding when subscribing to the Package and/or Options, or when buying the Konnect Equipment from Konnect Africa RDC through a Konnect Africa RDC Boutique.

Article 9. Compliant use of the Package

Section 9.01 Compliant use

The Packages meet standard quality criteria (technology, etc.) for satellite internet connections on condition that the Customer complies with these Terms and Conditions of Use. 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 unsuitability of the Package for Your intended use.

You undertake to use the Package subscribed to for the stated purpose for which it was sold and in accordance with the Terms and Conditions of Use, and all applicable laws, regulations and licenses.

You are reminded that you will be personally liable for the manner in which the Service is used.

If You are a Private Customer, the Packages are created for home use. You have an obligation to use our Services for private, personal, domestic and legitimate consumer purposes only. 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.

If You are a Business Customer, you have the obligation to use our Services only for professional purpose within Your company.

You agree not to use the Service for operation as a service provider, or to run programs, equipment, or servers from the designated installation location that provide network content or any other similar services to anyone outside of such location, or to commercialize or resell the Services. For the avoidance of doubt, this provision is applicable for both Private Customers and Business Customers.

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 Article 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, solar flares, 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. Konnect Africa RDC cannot be held responsible in any way or to any extent in case of damages related to any activity which is the subject of restricted use. In such case, You assume full responsibility.

Any software, technical data and technology for the services provided directly or indirectly in the context of the Package(s), 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. You are responsible for complying with these laws and regulations 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 Terms and Conditions of Use, 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.

You are solely responsible for the data that You view, search, store, transfer, download or upload using the Package(s). 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, in 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 understand 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 or the termination of Your Services in accordance with Articles 11 and 12, of these Terms and Conditions of Use including the sending of Emails, and that Konnect Africa RDC 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 9.02 Intellectual property rights and Konnect Africa RDC's database rights

Without affecting Your rights, which are presented in Article 16, 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 Terms and Conditions of Use, 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 Konnect Africa RDC 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 Terms and Conditions of Use, 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 Terms and Conditions of Use 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 Terms and Conditions of Use, in particular regarding Your obligation of payment.

Section 9.03 Illicit content

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 and / or Konnect Africa RDC reserve the right to suspend the Services without compensation or terminate the Terms and Conditions of Use.

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

Article 10. Amendment of the Terms and Conditions of Use

Section 10.01 Amendment of the Terms and Conditions of Use by Konnect Africa RDC

Konnect Africa RDC reserves the right to amend the Terms and Conditions of Use at any time; in this case, You will receive the new version of the Terms and Conditions of Use by email 5 (five) days before they come into force.

In case of removal of a Package from sale, that Package shall no longer be available to You for new Activations or renewals.

Section 10.02 Transfer of the Terms and Conditions of Use

Konnect Africa RDC 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 Terms and Conditions of Use, subject to notifying You in writing five (5) days before the transaction shall take effect.

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 Terms and Conditions of Use.

The Customer 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 Terms and Conditions of Use, except with the prior written agreement of Konnect Africa RDC, which reserves the right to refuse this for any reason it may consider legitimate.

Section 10.03 Change of address within the Coverage Zone

In case of change of address of your premises or site within the Coverage Zone, You undertake to notify Us and provide Us with all necessary supporting documents.

In this case, You will require the Reseller or Sub-Reseller to relocate Your Konnect Equipment to Your new address. If You don't manage the relocation of the Konnect Equipment, Konnect Africa RDC won't be able to perform the provision of the Service. If you have purchased Your Konnect Equipment from a Reseller or Sub-Reseller, please contact Your Reseller or Sub-Reseller to understand what costs are involved for the relocation of Your Konnect Equipment, if any. If you have purchased Your Konnect Equipment from a Konnect Africa RDC Boutique, please contact it to understand what costs are involved for the relocation of Your Konnect Equipment, if any.

Article 11. Suspension of the Service by Konnect Africa RDC

In case of a failure to comply with the Terms and Conditions of Use and, in particular, in case of failure to use the Package in accordance with the rights of third parties, or legal and regulatory conditions in force, Konnect Africa RDC reserves the right, having first informed You through the means described in Article 14 (on condition that the contact details that You provided are correct and up to date):

- to partially suspend Your Services by reducing data throughput and connectivity / usage available 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 Terms and Conditions of Use directly, without prior reduction or suspension of Your Services.

Article 12. Termination

Section 12.01 Termination by the Customer

You have the right to terminate Your Package at any time on condition of giving five (5) days' notice. Your request should be made in writing to Konnect Africa RDC (by letter to Konnect Africa RDC – konnect Service Management Client –37, Immeuble Itimbiri, Boulevard du 30 Juin, Gombe, Kinshasa, Democratic Republic of the Congo, 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.

Section 12.02 Termination for fault

In case of non-compliance with the Terms and Conditions of Use and, in particular, in case of use of the Package that does not comply with the conditions of Article 9, the rights of third parties, or legal and regulatory conditions in force, Konnect Africa RDC 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 11), or to terminate the Package according to the seriousness of the non-compliance observed.

In case of a request from an administrative or judicial authority, or in case of a failure to meet Your obligation(s) which is sufficiently serious and cannot be remedied, Konnect Africa RDC reserves the right to terminate Your Package with immediate effect as soon as the failure becomes apparent, or upon receiving the request.

Section 12.03 Termination due to a case of force majeure

A case of force majeure is defined as any event beyond the control of Konnect Africa RDC and/or the Customer, and which cannot be reasonably foreseen during the conclusion and performance of the Terms and Conditions of Use, and of which the effects are unavoidable and render impossible, either temporarily or permanently, the performance by Konnect Africa RDC and/or the Customer of the obligations provided by the Terms and Conditions of Use.

With regard to the Terms and Conditions of Use, Konnect Africa RDC and the Customer 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, whether war be officially declared or not, 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 or lockout, whether total or partial, or any lockdown external to Konnect Africa RDC, 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 Konnect Africa RDC, its subsidiaries, its suppliers or its service providers.

In the event of the occurrence of one of the cases of force majeure listed above, the contractual obligations of Konnect Africa RDC and/or the Customer 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 Konnect Africa RDC and/or the Customer to the other party shall be done by means of one of the instruments stated in Article 14 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 Konnect Africa RDC and/or the Customer must be notified by the Party invoking the case of force majeure to the other Party under the same conditions as those specified above.

Konnect Africa RDC may offer the Customer, in good faith and in accordance with the principles of fairness, an amendment to the Terms and Conditions of Use 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 both Parties.

Section 12.04 Consequences of the termination of the Package

(a) *Effective termination date*

Except in the event of a case of force majeure or termination due to fault by Konnect Africa RDC, the termination shall be effective immediately, or if applicable upon expiry of any required notice period. As Your subscription is paid in advance, We will reimburse to You the fee already paid pro-rated for any unused / unexpired period with respect to package and option(s), if applicable, that has/have been paid for in advance.

(b) *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).

Article 13. Responsibility

Section 13.01 Responsibility of Konnect Africa RDC

We can only be held liable for foreseeable damage or injury suffered by the Customer resulting directly from a fault on Our part. We shall not 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 Konnect Africa RDC 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 Terms and Conditions of Use;
- Your PC is not functioning correctly, and You continue to use it without taking necessary precautions, etc.

Except for liabilities that cannot be excluded as a matter of law, Konnect Africa RDC cannot be held responsible 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, inasmuch as the damage is not related to a failure on Our part.

Except for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation, Konnect Africa RDC's liability shall in any event be limited to the total amount of the monthly fees paid in respect of the last six (6) months.

If the damage alleged or suffered results from the execution by Konnect Africa RDC 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 Terms and Conditions of Use, Konnect Africa RDC cannot be held liable.

Finally, Konnect Africa RDC 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 13.02 Responsibility of the Customer

By accepting these Terms and Conditions of Use, You accept that You are solely responsible for any direct damage caused to third parties or Konnect Africa RDC, 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 14. Communication and notifications

By You: in the context of the performance of the Terms and Conditions of Use, You have the right to notify Us by the following means:

- electronically via Your "My konnect" Customer Portal,
- by letter using the postal address: Konnect Africa RDC – Konnect Service Management Client – Konnect Africa RDC Sarlu, registered office at 37, Immeuble Itimbiri, Boulevard du 30 Juin, Gombe, Kinshasa, Democratic Republic of the Congo.

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

In order for the notification addressed to Konnect Africa RDC to be valid, it must contain information which allows You to be identified (Your surname, first name, Customer number, the name of the Package), 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 can also contact Us by the WhatsApp application to the number +225 05 85460987 or through the telephone number +243 974 802 222 from Monday to Saturday from 09:00 am to 06:00 pm. However, You are expressly reminded that such communications do not constitute notification regarding Your Terms and Conditions of Use.

By Us: We may contact You by email at the address indicated at the time of Your subscription, 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 telephone +243 974 802 222 or through the WhatsApp application from the number +225 05 85460987 and/or SMS). You are reminded that with respect to a formal notice, this notice will need to be made by letter to the corresponding postal address.

You will be mainly notified by email of any information or amendments concerning Your Terms and Conditions of Use, Your Package and Your Services, but We may also use SMS. 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 Konnect Africa RDC.

Article 15. 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 the Customer Service helpdesk via the WhatsApp application to the number +225 05 85460987 or through the telephone number +243 974 802 222.
- by contacting Us via Your "My konnect" Customer Portal.
- By contacting your Reseller or Sub-Reseller.

This helpdesk service is reserved for the Customer, 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 or the Reseller or Sub-Reseller as soon as possible once You observe the failure.

Article 16. Personal Data

Section 16.01 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.

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 Konnect Africa RDC. We will assist You in changing Your Login Details.

Section 16.02 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 (<https://africa.konnect.com/fr/politique-de-confidentialite>).

Section 16.03 User data

In order to comply with its legal obligations as an Internet Service Provider, Konnect Africa RDC stores Your connection data, either directly or through its parent company and suppliers for that purpose, for a period of one (1) year.

The Customer hereby consents to Konnect Africa RDC retaining and using the personal data that it collects, and to Konnect Africa sharing such data with other legal entities within Eutelsat SA's group of companies, the group to which Konnect Africa belongs, as well as with third-party companies and subcontractors (operating in the European Union, India, the Middle East and other African countries), exclusively for the purpose of managing the Agreement, in accordance with the General Data Protection Regulation.

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

"Connection data" is understood to mean the information that You make available through access to an electronic communications tool, and which may be recorded by Konnect Africa RDC 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 17. Complaints against Konnect Africa RDC – Customer Services

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

- **1st phase:** You should contact Our Customer Service via the WhatsApp application to the number +225



05 85460987 or through the telephone number +243 974 802 222 or via Your "My konnect" Customer Portal or via the Reseller or Sub-Reseller within six (6) months; We will make every effort to reply to You as quickly as possible and in any case within fifteen (15) days of receipt of Your request;

- **2nd phase:** if You do not receive a response within fifteen (15) days as stated above, or if You are not satisfied with the response provided, We invite You to write to Konnect Africa RDC at: – Konnect Service Management Client – Konnect Africa RDC Sarlu, registered office at 37, Immeuble Itimbiri, Boulevard du 30 Juin, Gombe, Kinshasa, Democratic Republic of the Congo; again, Konnect Africa RDC will make every effort to reply to You as quickly as possible and in any case within fifteen (15) days of receipt of Your request;
- **3rd phase:** in the absence of a response within the thirty (30) day period or in the event that You are not satisfied with the response provided (or at any moment), the matter should be referred before the courts.

Article 18. Applicable law - Dispute resolution

The Terms and Conditions of Use is subject to the laws of the Democratic Republic of the Congo, excluding the application of its conflict of law rules. Consequently, in Your quality as a consumer, the Service is provided within the Democratic Republic of the Congo, You also benefit from rights protecting You under the provisions of the applicable law in that country.

If there shall be any dispute between the Parties as to any matter arising out of the Terms and Conditions of Use (a "**Dispute**"), the Parties agree that they shall each use their best endeavours to resolve such Dispute within twenty (20) days of the Dispute arising. If they are unable so to do, the Dispute shall be settled before the competent DRC Courts.

Konnect Africa RDC's failure to take action in the event of any failure or fault on Your part shall not constitute a waiver by Konnect Africa RDC 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 or fault.

Article 19. Miscellaneous

Section 19.01 Fees

The Customer and Konnect Africa RDC shall bear their own fees, costs and any disbursements arising from the conclusion and performance of the Terms and Conditions of Use.

Section 19.02 Independence

The Customer and Konnect Africa RDC accept that the conclusion and execution of the Terms and Conditions of Use shall not create any dependence or subordination between them, nor establish a joint enterprise or subsidiary.

Section 19.03 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 Konnect Africa RDC of any content found on those websites.

Section 19.04 Severability

In the event that any provision or condition of the Terms and Conditions of Use is found or declared by any court of law or administrative authority of competent jurisdiction to be unenforceable, invalid or illegal, that provision or condition shall be severed and the validity of the other provisions and / or conditions of the Terms and Conditions of Use shall be unaffected and shall retain full force and effect. In this situation, Konnect Africa RDC and the Customer undertake to negotiate in good faith the replacement of the unenforceable, invalid or illegal provision or condition with a valid condition which honours the overall objective of and spirit of the Terms and Conditions of Use and the relevant laws and regulations.

Section 19.05 Headings

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

Section 19.06 Language

The official language of the Terms and Conditions of Use is English. Any translation which may be provided by Konnect Africa RDC shall be for information purposes only, the English version having precedence.



Appendix 1

Terms and Conditions of Sale of Konnect Equipment

(Applicable only if You buy the Konnect Equipment from Konnect Africa RDC through one of Konnect Africa RDC Boutiques)

- 1. Introduction.** These Terms and Conditions ("T&C") are the terms and conditions on which Konnect Africa RDC SARLU, with registered office at 37, Immeuble Itimbiri, Boulevard du 30 Juin, Gombe, Kinshasa, Democratic Republic of the Congo ("**Konnect Africa RDC**"), supplies the Konnect Equipment and You purchase it. Capitalized terms used in this Appendix and not otherwise defined herein that are defined in the body of the Terms and Conditions of Use shall have the meaning as provided in the body of the Terms and Conditions unless the context requires otherwise.
- 2. Description of the Konnect Equipment.** 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 herein below. For more information, please visit the manufacturers website: <https://www.hughes.com/>.

The Konnect Equipment consists of: (i) An outdoor antenna, available in 4 different dish sizes: 74 cm, 90 cm, 98 cm or 120 cm; (ii) A LNB+BUC, also referred to as an ODU (OutDoor Unit), available with 2 different amplifiers: 1 Watt, or 2 Watts; (iii) A satellite modem, also referred to as an IDU (InDoor Unit), featuring: maximum download speed of 100 Mbps and maximum upload speed of 20 Mbps (up to 50 Mbps as an option for specific Konnect Equipment) (technical specifications subject to adjustment at Konnect Africa RDC's sole discretion), 1 or 4 LAN ports, compact dimensions and light weight, adaptive Coding and Modulation (ACM) over-the-air software upgradeability, over-the-air monitoring and diagnostics tools; (iv) Point & Play tools e.g. smartphone App to ease installation by professional and non-professional installer; (v) Printed installation manual; (vi) Quality IFL cables (optional) and connectors (optional); (vii) Mounting accessories (Tri-Mast) (optional).
- 3. Specific conditions or restrictions from the manufacturer.** The Konnect Equipment is reserved for static use (it must not be installed in or on a mobile vehicle or movable accommodation such as 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, We recommend to leave it in standby mode and not to switch it off by cutting the main power.
- 4. Price.** The Konnect Equipment will be purchased from Konnect Africa RDC through the Konnect Africa RDC Boutique at the prices included in the Fees Guide, which are indicative and are subject to article 5 here below. The pricing applicable to any proposed purchase of Konnect Equipment will be confirmed by Konnect Africa RDC at the time of proposed purchase. Described prices are inclusive of value added tax ("VAT") that may be levied in Democratic Republic of Congo. The Konnect Equipment will be provided to You at the Konnect Africa RDC Boutique's premises. The Konnect Equipment prices can be reviewed from time to time by Konnect Africa RDC. Prices of Konnect Equipment as provided below are expressed and shall be paid in Congolese Franc (FC) and do not include the supply of pole/mast/mount or any cable (that could be provided as a paying option) neither does it include for the installation of the Konnect Equipment.
- 5. Commitment.** You acknowledge and accept that the prices described in Article 4 above are subsidized by Konnect Africa RDC with the condition that You activate and renew one of the Packages described in the Term and Conditions of Use for at least 3 months from the first activation. In case You fail to maintain active a Package for at least 3 months You agree to return the Konnect Equipment to Konnect Africa RDC at your expense.
- 6. Technical Specifications.** You shall comply with Konnect Africa RDC's technical specifications (as notified from time to time by Konnect Africa RDC to You), with particular reference to radio frequency synchronization and ensure that the Konnect Equipment is correctly pointed and activated with the correct Radio Frequency (RF) parameters.



7. Payment of the Konnect Equipment. You will fully pay for the Konnect Equipment at the time of purchase. You can pay the purchase price for the Konnect Equipment (i) to a Konnect Africa RDC Boutique in cash, or (ii) through Mobile Money App directly to Konnect Africa RDC, if available to You. Konnect Africa RDC will invoice You for Konnect Equipment sold to you. The Invoice will be sent by email to You after the purchase is completed. In addition, the invoice can be accessed by You in the Customer Portal.

8. Konnect Warrantee.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, KONNECT AFRICA RDC NEITHER MAKES NOR ASSUMES ANY LIABILITY UNDER ANY WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY) ON OR WITH RESPECT TO ANY OF THE KONNECT EQUIPMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Konnect Africa RDC will provide a replacement warranty ("Traditional Warranty") for deliveries of Konnect Equipment. The terms of the Traditional Warranty shall be as follows:

Warranty Start Date: "Start Date" as used in this Traditional Warranty policy means the date the equipment was delivered to/recovered by the Customer.

Limitation on Traditional Warranty: The warranty and Customer's remedies there-under are solely for the benefit of the Customer and shall not be extended to any other party without the express agreement of Konnect Africa RDC. Customer shall be solely responsible for the selection, use, efficiency, and suitability of the equipment and software. This warranty shall not apply to any equipment that: (a) has had the serial number, model number or any other identification markings removed or rendered illegible; (b) has been damaged by improper operation, maintenance, misuse, accident, neglect, failure to continually provide a suitable operating environment (including necessary ventilation, electricity, protection from power surges, cooling and/or protection from humidity), or from any other cause beyond Konnect Africa RDC's reasonable control, including force majeure, and without Konnect Africa RDC's fault or omission or negligence or the fault or negligence or omission of Konnect Africa RDC's employees, agents or other representative; (c) has been used in a manner not in accordance with the instructions supplied by Konnect Africa RDC; (d) has been subject to the opening of any sealed component/s without Konnect Africa RDC's prior written approval; (e) has had changes made by Customer or Customer's agents to the physical, mechanical, electrical, software or interconnecting components of the equipment supplied by Konnect Africa RDC without written authorization of Konnect Africa RDC to do so; (f) has been repaired or otherwise altered by anyone not under the control of, or not having the written authorization from Konnect Africa RDC to make such repair or alteration; (g) or is faulty due to electricity issues.

Hardware: Konnect Africa RDC warrants that for a period of twelve (12) months from the Start Date (unless otherwise specified by contract with the Customer), the Konnect Equipment shall be in compliance in all material respects with the specifications and shall be free from defects in workmanship and materials. In the event that Konnect Africa RDC receives notice during the warranty period that any Konnect Equipment (or part thereof) is faulty, Customer's sole remedy, and Konnect Africa RDC's sole liability, shall be for Konnect Africa to replace the non-conforming Konnect Equipment (or part thereof) in accordance with this warranty. Konnect Equipment remedy under the terms of any such warranty will be the substitution with new equipment. The warranty for any replacement Konnect Equipment provided by Konnect Africa RDC pursuant to a warranty claim shall remain in effect through the unexpired portion of the Warranty Period applicable to the original Konnect Equipment for which the warranty claim was made, provided that such Warranty Period shall be extended by the number of days which elapse from the time Customer delivers the defective Konnect Equipment to Konnect Africa RDC's facilities to the time Konnect Africa RDC delivers, to Customer's site, the corresponding replacement Konnect Equipment or component thereof.

Hardware Return Procedures: Konnect Africa RDC will confirmed whether the Konnect Equipment is faulty through the installer and the technical team. If Konnect Africa RDC confirms that the Konnect Equipment is faulty, Konnect Africa will send to the nearest Konnect Africa RDC Boutique a new Konnect Equipment and the Customer shall collect from said location.

9. Your Obligations. You must, at all times, operate the Konnect Equipment in a professional and competent manner, in accordance with the relevant user manuals as well as all applicable rules, laws and regulations. You shall use the Konnect Equipment only in relation to the services provided to You.

10. Governing Law. These T&C and the rights and obligations of the Parties hereto shall be interpreted,



construed and enforced in accordance with the laws of the Democratic Republic of Congo, without regard for its conflict of law's provisions.

- 11. Dispute resolution.** You and Konnect Africa RDC agree that any disputes arising under these T&C will be resolved as defined in Article 18 of the Terms and Conditions of Use.