



Terms and Conditions of Use

Konnnect Wi-Fi

KONNECT BROADBAND TANZANIA LIMITED
Updated 24/11/2022

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 the Konnect Wi-Fi Service through one of the approved Resellers or Sub-Resellers of Konnect Broadband Tanzania Limited, apply to the supply of satellite internet service through Hotspots by Konnect Broadband Tanzania Limited. Konnect Broadband Tanzania Limited is a company incorporated under the laws of the United Republic of Tanzania, having offices at Acacia Estates, Street Acacia Estate, Road Kinondoni Plot 80, District Kinondoni, Ward Kinondoni, Postal Code 14110, Dar es Salaam, United Republic of Tanzania, holder of an Internet Service Provider licence (hereinafter referred to as "**Konnnect Tanzania** ").

You acknowledge and agree that by accessing or using the Konnect Wi-Fi Services, you are indicating that you have read, understood and agree to be bound by these Terms and Conditions of Use. If you do not agree to these terms, then you have no right to access or use the Konnect Wi-Fi Service and you should not access or use them.

Article 2. List of definitions

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

"Access Point(s)"	Means Hardware that allows Customers to connect to the Konnect Wi-Fi Service at the Sites.
"Captive Portal"	Refers to the Konnect Wi-Fi website (https://konnnect-wifi.com) published by Konnect Tanzania.
"Customer"/ "You"/ "Your"/ "Yours"	Refers to a customer having purchased a voucher to one of the approved Reseller or Sub-Reseller and having activated a Konnect Wi-Fi Service Plan and who is responsible for complying with these Terms and Conditions of Use, the use of the Konnect Wi-Fi Service Plans, and payments due under the terms of Fees Guide.
"Data Allowance"	Means the volume of traffic (upload + download) available for each Konnect Wi-Fi Service Plans during a Validity Period before applying limitations.
"Eutelsat S.A."	Means the company incorporated under the laws of France that is a satellite operator providing full range of broadband services in Africa. Konnect Tanzania is a subsidiary of Eutelsat S.A.
"Fees Guide"	Refers to the complete and updated list of all fees charged by Konnect Tanzania for the Konnect Wi-Fi Service Plans, and which can be viewed at https://konnnect.com .
"Konnnect Wi-Fi Fee"	Means the charges included in the Fees Guide that shall be paid by the Customer to purchase the Konnect Wi-Fi Service Plans.
"Konnnect Wi-Fi Service"	Means the internet connectivity at the Access Points provided to the Customers using the Konnect Wi-Fi Platform and having purchased a Konnect Wi-Fi Service Plan.
"Konnnect Wi-Fi Service Plan"	Means a set of rules governing the provision of the Konnect Wi-Fi Service to a single Customer, including, but not limited to, pricing (included in the Fees Guide), Data Allowance (as set out in the Fees Guide), billing and service renewal conditions.
"Konnnect Wi-Fi Platform"	means the service assurance, payment, subscriber software application(s) available to the Customer through a Captive Portal and a dedicated App available on Android.
"Login Details"	Refers to the Username, and password (created by the Customer at sign-up) allowing the Customer to identify himself and login to the Konnect Wi-Fi Platform or to Your personal area of the Website and/or of the Captive Portal.
"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.
“Reseller”	Means a third party that controls a Site and that purchase and resale the vouchers granting access to the Konnect Wi-Fi Service to the Customers, among other activities.
“Site”	Means each physical location within the United Republic of Tanzania upon which Access Points offering the Konnect Wi-Fi Service are deployed.
“Terms and Conditions of Use”	Refers to this document which defines the rights and obligations of Konnect Tanzania, the Customer and, where applicable, a User, and which constitutes the entirety of the agreement between Konnect Tanzania 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 Konnect Wi-Fi Service Plans purchased by a Customer. This may be a third party to these Terms and Conditions of Use.
“We”/ “Our”/ “Ours”	Refers to Konnect Tanzania, which markets the Konnect Wi-Fi Service Plans through one of the approved Resellers or Sub-Resellers of Konnect Tanzania .
“Website”	Refers to the konnect website (https://konnect.com) published by Konnect Tanzania.

Article 3. Provision of the Konnect Wi-Fi Service

3.1 Quality of the individual making purchasing the voucher

You confirm that You are a private consumer over the age of 18 years acting on Your own behalf and that You have the legal capacity to enter into a contract with Konnect Tanzania and to perform Your obligations under the terms of these Terms and Conditions of Use.

If You purchase a voucher on behalf of a third-party User, You remain responsible to Konnect Tanzania 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 Tanzania, You undertake to provide all elements necessary for the identification of the User.

3.2 Availability of the Konnect Wi-Fi Service Plans

Unless otherwise stated, Konnect Wi-Fi Service Plans are available for activation once they are published on the Website and on the Konnect Wi-Fi Platform and shall remain so until the expiry date indicated therein or, failing this, for as long as they shall be published on the Website and on the Konnect Wi-Fi Service Plans. The same conditions shall apply to the validity of any promotional offers.

3.3 Access to the Konnect Wi-Fi Service

You can access the Konnect Wi-Fi Service by purchasing the vouchers to one of the approved Resellers or Sub-Resellers of Konnect Tanzania and/or through Mobile Money, if available to You. In any event, the Customer is contractually bound to Konnect Tanzania by the conditions of the Terms and Conditions of Use in force on the day the purchase is made.

Once You purchase the voucher to a Reseller or Sub-Reseller, you can activate the Konnect Wi-Fi Service Plan through the Konnect Wi-Fi Platform. In order to enter into the Konnect Wi-Fi Platform, You can either log in through the Captive Portal or through the App (available for download in the Android Play Store) by entering Your Username and Password. After the log in You can access to the Konnect Wi-Fi Service with Your device. The Konnect Wi-Fi Service Plan can also be activated by the Reseller or Sub-Reseller remotely, at Your choice.

If You purchase the voucher through Mobile Money, when available to You, the same will be available in your Mobile Money account once the payment is confirmed, after which You will be able to activate Your Konnect Wi-Fi Service Plan.



Article 4. Fees of the Konnect Wi-Fi Service Plans, payment and invoices

- 4.1** The current fees and description of the Konnect Wi-Fi Service Plans are the ones stated in the Fees Guide. The fees are also available on the Website in the Forfaits Internet section, in the Captive Portal and in the Konnect Wi-Fi Platform. Fees stated include all taxes (taking into account the VAT applicable on the day on which the voucher is purchased) and exclude all additional fees.
- 4.2** The payment of the vouchers shall be performed in cash or through Mobile Money, if available to You, at the moment of acquisition from one of Konnect Tanzania's authorized Reseller or/Sub-Reseller.
- 4.3** The Reseller or the Sub-Reseller, as applicable, will provide You with the corresponding invoice once You purchase a voucher. In addition, your invoices and data consumption will be available in the Konnect Wi-Fi Platform and in the Captive Portal and will be stored by Konnect Tanzania.
- 4.4** You can also buy the vouchers directly through Mobile Money, if available to You. If You purchase the voucher through Mobile Money, the same will be available in your account once the payment is confirmed, after which You will be able to activate Your Konnect Wi-Fi Service Plan. In this case, Your invoice will be available in the Konnect Wi-Fi Platform and in the Captive Portal.

Article 5. Duration of the Package

The validity of the Konnect Wi-Fi Service Plans can be of 1, 7 or 30 days, depending on the Konnect Wi-Fi Service Plan purchased.

You are reminded that you may not have more than one active Konnect Wi-Fi Service Plan at once, however if you purchase several of them, they will be queued. You can monitor how much data remains on Your Konnect Wi-Fi Service Plan at any time by checking the data consumption in the Konnect Wi-Fi Platform or in Your personal area of the Website.

Article 6. Data speeds, volumes and management

6.1 Data speeds

Within the Data Allowance, the Konnect Wi-Fi Service Plans 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 Konnect Wi-Fi Service Plan You choose. These speeds are not guaranteed. Latency is between 600 and 700 milliseconds.

The speeds stated in the Fees Guide are the maximum speeds reached, subject to the use of the Konnect Wi-Fi 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 Konnect Wi-Fi Service. Due to 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 devices;
- the configuration of Your location, Your connected devices, software and applications installed, their type, or of any connectors used, and settings selected for devices;
- applications and/or websites visited, the bandwidth developed at their end, and the number of internet users visiting them simultaneously;
- 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, updates (software, applications, etc.); online games; viewing videos, in particular via streaming; data transfer; uploading and downloading content and/or data; etc.

6.2 Data Allowance

With the Konnect Wi-Fi Service Plans, different Data Allowance thresholds are set depending on the voucher purchased. When the consumed volume equals the Data Allowance, the Customer can no longer access the Internet unless a new voucher is purchased and activated, according to the Konnect Wi-Fi Service Plan specification.

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 Konnect Wi-Fi Service or of any of the Eutelsat S.A. 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 Tanzania (and on condition of having used an internet speed-test approved for satellite internet such as that available on the Website or on the Konnect Wi-Fi Platform) or in case of interruption of Konnect Wi-Fi Service, We invite You to contact Us via Your personal area of the Website or via the Konnect Wi-Fi Platform.

6.3 Maintenance

In order to ensure the operation of its network or of the Konnect Wi-Fi Service Plan activated, Konnect Tanzania 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 directly via the Konnect Wi-Fi Platform 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 Konnect Wi-Fi 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 Tanzania negligence or for fraud or fraudulent misrepresentation, We cannot be held liable, and no compensation will be due to You, as a result of the impact of maintenance operations on the advertised data speeds or in the event of an interruption of the Konnect Wi-Fi Service to the extent of up to a maximum of one (1) day per month, subject to applicable regulations. If You experience any interruptions, You may contact Our Customer Service.

6.4 Security Measures

In order to prevent threats, vulnerabilities, security or integrity breaches, Konnect Tanzania uses a certified information security management system in accordance with ISO 27001. On this basis, Konnect Tanzania complies with the best practices to ensure a high level in cybersecurity: secure premises, protected by physical security measures, host Konnect Tanzania 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 7. Compliant use of the Konnect Wi-Fi Service

The Konnect Wi-Fi Service Plans are created for personal use. You have an obligation to use our Konnect Wi-Fi Services for private, personal and legitimate consumer purposes only.

You agree not to use the Konnect Wi-Fi Service for operation as a service provider, or to run programs, equipment, or servers or any other similar services to anyone, or to commercialize or resell in any way the Konnect Wi-Fi Services or to send or provide any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

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 the Konnect Wi-Fi Services for activities involving risk, requiring fault-free service, without maintenance or fluctuation in data speeds.

You are solely responsible for the data that You view, search, store, transfer, download or upload using the Konnect Wi-Fi Service Plan(s). Consequently, when the Konnect Wi-Fi 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.

In addition, You are reminded of Your obligation to ensure that access to the Konnect Wi-Fi 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. Certain documents accessible via the Konnect Wi-Fi Services are protected by copyright, trademark, brand, patent and other intellectual property rights and may be the property of Konnect Tanzania or third parties. You are not authorized to use these elements except to allow Your use of the Konnect Wi-Fi 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 Konnect Wi-Fi Services.



Finally, and in general, You must not use the Konnect Wi-Fi Service to send or provide any content that violates, breaches or is contrary to any applicable law, rule, regulation, court order or is otherwise illegal or unlawful or for unlawful or illegal purposes.

Failure to comply with these rules may result in the full or partial suspension of or the termination of Your Konnect Wi-Fi Services in accordance with Articles 11 and 12 of these Terms and Conditions of Use. Konnect Tanzania 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.

Article 8. License of the Konnect Wi-Fi Platform

8.1 Grant of license

Under the terms of the Terms and Conditions of Use, Konnect Tanzania grants You a limited, revocable, non-exclusive, royalty-free, non-transferrable, non- sublicenseable (except to a different User of the Konnect Wi-Fi Services for the sole purpose of said services) license of the Konnect Wi-Fi Platform during the validity of these Terms and Conditions, strictly to use the Konnect Wi-Fi Services.

Konnect Tanzania may, upon reasonable suspicion of any privacy, security or technical threats or issues to the Konnect Wi-Fi Platform, or any system (including without limitation harm to other Customers and/or breach of Konnect Tanzania's network security), require the Customer to immediately cease or refrain from accessing or using the Konnect Wi-Fi Platform and/or revoke the license for such period as Konnect Tanzania reasonably considers such threat or issue (as applicable) to remain. This may affect Your ability to use all or part of the Konnect Wi-Fi Services, but You will continue to be bound by the terms of the Terms and Conditions of Use where applicable.

8.2 License Restrictions

The Customer shall not:

- (i) Access, use, publish, disseminate or otherwise distribute in any way the Konnect Wi-Fi Platform or any or any portions thereof or authorize, allow, facilitate, or induce any third party to do any of the foregoing;
- (ii) Rent, sub-licenses or transfer any copies of the Konnect Wi-Fi Platform, or any portions thereof, to a third party, unless otherwise explicitly provided in these Terms and Conditions;
- (iii) Decompile, disassemble, modify, adapt alter, translate, or create derivative works or reverse engineer the Konnect Wi-Fi Platform;
- (iv) Remove any copyright or proprietary notices contained in the Konnect Wi-Fi Platform;
- (vi) Use Konnect Wi-Fi Platform in connection with the development of products that compete with the Konnect Wi-Fi Platform.

Article 9. Disclaimer

The Konnect Wi-Fi Platform, the Captive Portal and the Website are provided "as is", "as available", and "with all faults".

Whilst Konnect Tanzania uses reasonable endeavours to correct any errors or omissions in the Konnect Wi-Fi Platform, the Captive Portal and the Website as soon as practicable once they have been brought to Our attention, Konnect Tanzania makes no promises, guarantees, representations or warranties of any kind whatsoever (express or implied) regarding the Konnect Wi-Fi Platform to access the Konnect Wi-Fi Services or the Captive Portal and the Website.

You are reminded that the Internet is an open network and, as a result, the information it carries is not protected against the risks of misappropriation, intrusion into Your system, theft of data, programs and files, or contamination by computer viruses. The Customers must therefore equip themselves, at their own expense, with the means of protecting their devices 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 devices used by the User and/or the Customer are their sole responsibility, and Konnect Tanzania 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 Tanzania does not exclude any liability that cannot be excluded as a matter of law.

Article 10. Third party websites and services

The Konnect Wi-Fi Platform and the Konnect Wi-Fi Services may provide you with access to the world wide web, third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, products or services, including without limitation, linked services (hereinafter "**External Services**").



Konnect Tanzania does not have or maintain any control over External Services and is not and cannot be responsible for their content, operation or use. By linking or otherwise providing access to any External Services, Konnect Tanzania does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality or authenticity of content, information or services provided by such External Services.

External Services may have their own terms of use and/or privacy policy and may have different practices and requirements to those operated by Konnect Tanzania with respect to the Konnect Wi-Fi Platform and the Konnect Wi-Fi Services. You are solely responsible for reviewing any terms of use, privacy policy or other terms governing your use of these External Services, which you use at your own risk. Konnect Tanzania disclaims any and all responsibility or liability for any harm resulting from your use of External Services, and you hereby irrevocably waive any claim against Konnect Tanzania with respect to the content or operation of any External Services.

Article 11. Suspension of the Service by Konnect Tanzania

In case of a failure to comply with the Terms and Conditions of Use and, in particular, in case of failure to use the Konnect Wi-Fi Services in accordance with Article 7 and 8 and/or the rights of third parties or Konnect Tanzania, and/or legal and regulatory conditions in force, Konnect Tanzania 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 Konnect Wi-Fi 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. Only Our obligations shall be suspended during this period.

Article 12. Termination

These Terms and Conditions of Use will terminate once the validity of Your Konnect Wi-Fi Service Plans is terminated.

It can be also terminated by Konnect Tanzania in case that We have suspended the Konnect Wi-Fi Services in accordance with the Article below and you have not corrected any failure that justified the measures. Konnect Tanzania may terminate these Terms and Conditions of Use in any other circumstances mentioned herein.

In addition, in the event of the occurrence of one case of force majeure, the contractual obligations of Konnect Tanzania and/or the Customer having been affected thereby shall be suspended until the effects of the said event should cease. A case of force majeure is defined as any event beyond the control of Konnect Tanzania 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 Tanzania and/or the Customer of the obligations provided by the Terms and Conditions of Use.

Once these Terms and Conditions of Use are terminated You will be no longer able to access to the Konnect Wi-Fi Services.

Article 13. Responsibility

13.1 Responsibility of Konnect Tanzania

Konnect Tanzania, Eutelsat S.A. or any other subsidiary, affiliate or successor 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.

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 Konnect Wi-Fi Service Plan in a non-compliant way and/or if You fail to protect Your devices, in particular against potential intrusions and/or if You do not provide accurate personal information, or You do not inform Us in case of changes to this information.

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

13.2 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 Tanzania, 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

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

- by letter using the postal address: Konnnect Tanzania – Konnnect Service Management Client – Konnnect Tanzania, registered office at Acacia Estates, Street Acacia Estate, Road Kinondoni Plot 80, District Kinondoni, Ward Kinondoni, Postal Code 14110, Dar es Salaam, United Republic of Tanzania

We may contact You via push notification on Your Konnnect Wi-Fi Platform, and/or by telephone at mobile number indicated by You.

Article 15. Helpdesk

If You encounter a technical problem related to the use of the Konnnect Wi-Fi Services, or an administrative problem related to the Konnnect Wi-Fi Services, You undertake to request Our assistance in the first instance by the following means:

- by contacting Us via the Konnnect Wi-Fi Platform.
- By contacting your Reseller or Sub-Reseller.

Article 16. Personal Data

13.3 Login Details

Your Login Details, which allow You to login to the Konnnect Wi-Fi Platform and to your personal area on the Website and to identify Yourself to Our Customer Services, are strictly confidential. You undertake to ensure they remain confidential. These include Your Username 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 shall be solely responsible for the security of Your account details including Your Username and password. If You have reason to believe that the integrity of Your account is compromised, please get in touch in the manner described in Article 15 above. Konnnect Tanzania shall not be responsible for any misuse of Your account and reserves the right to take adequate steps to ensure the integrity of Your account, including requiring You to authenticate yourself in a manner and form that may be prescribed.

13.4 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 \(https://africa.konnnect.com/fr/politique-de-confidentialite\)](https://africa.konnnect.com/fr/politique-de-confidentialite).

13.5 User data

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

The Costumer hereby consents to Konnnect Tanzania retaining and using the personal data that it collects, and to Konnnect Tanzania sharing such data with other legal entities within Eutelsat S.A.'s group of companies, the group to which Konnnect Tanzania 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 provision of the Konnnect Wi-Fi Services, 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 Konnnect Tanzania 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 Konnnect Tanzania or its partners, i.e.:

- information allowing the User of the Konnnect Wi-Fi 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. Applicable law - Dispute resolution

The Terms and Conditions of Use is subject to the laws of the United Republic of Tanzania, excluding the application of its conflict of law rules. Consequently, in Your quality as a consumer, the Konnnect Wi-Fi Service is provided within the United Republic of Tanzania, 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 Tanzania's Courts. Konnect Tanzania 's failure to take action in the event of any failure or fault on Your part shall not constitute a waiver by Konnect Tanzania 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 18. Miscellaneous

Section 18.01 Fees

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

Section 18.02 Independence

The Customer and Konnect Tanzania 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 18.03 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 Tanzania 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 18.04 Language

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