



Terms and Conditions of Use

KONNECT INTERNET PACKAGES

Tanzanian version

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 through one of the approved Resellers or Sub-Resellers of Konnect Broadband Tanzania Limited, apply to the supply of satellite internet services by Konnect Broadband Tanzania Limited, on condition of their availability and the compliance with requirements for the subscription to the konnect Packages. Konnect Broadband Tanzania Limited is a company incorporated under the laws of the United Republic of Tanzania, registered at the Registrar of Companies of Tanzania, under number 141495127, having its registered 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, ("Konnect Tanzania").

Article 2. List of definitions

In the context of this document, the terms and expressions have the following meaning inasmuch 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, connects Your Konnect Equipment to Your connected devices (in particular Your computer) thereby allowing You to access the Internet.
"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, and for which they alone are responsible to the exclusion of any third party.
"Coverage zone"	Refers to the geographic area(s) in Tanzania where the Packages are available commercially and technically.
"Customer"/ "You"/ "Your"/ "Yours"	Refers to a private 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.
"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 or more generally to these Terms and Conditions of Use.

“Konnnect Equipment”

Refers to the equipment provided by the Reseller or Sub-Reseller, which allows the Customer to use the Services.

“Login details”

Refers to the Email address, and password (initially provided by Konnect Tanzania 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 Tanzania.

“My konnect” Customer Portal”

Refers to the space dedicated to the Customer, accessible by the Customer via the Website <https://client.konnnect.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 Tanzania.

“Package”

Refers to the Service(s) offered by Konnect Tanzania as described in these Terms and Conditions of Use, 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.

“Right of Withdrawal”

Means the ten (10) calendar days period described in Article 12 below.

“Service(s)”

Refers to the satellite internet connection service(s) provided as part of the subscription to a Package.



“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 Tanzania, which markets the konnect Packages.
“Website”	Refers to the konnect website (https://konnnect.com) published by Konnect Tanzania.

Article 3. Subscription to konnect Packages

Section 3.01 Quality of the person making the subscription

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

If You subscribe to a Package on behalf of a third-party User, You remain responsible to Konnect Tanzania and to all administrations and judicial authorities, but 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.

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

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 won't be able to activate the Package.

More generally, You undertake to provide to Konnect Tanzania, 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 Tanzania, through the Resellers or Sub-Reseller may request from You.

Section 3.03 Technical requirements

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

- That the configuration and geographic location of Your home allow the installation of Your Konnect Equipment and the use of the Services:
 - o are You located within the Coverage Zone for the Package?
 - o is there an area of Your home that is unobstructed at around 60 degrees elevation and north-west-facing and south-facing (absence of obstacles such as trees, buildings, mountains, hills, liable to constitute physical barriers to the reception of the Services) so as to allow the dish to be oriented to the South?
 - o is the geographic zone a suitable distance from any electromagnetic sources (e.g. airports, etc.)?



- is the electrical installation in your home grounded (do you have an “earth spike” to connect the antenna to)?
- do Your connected devices (and in particular Your PC) fulfil the requirements so as to allow the use of the Package regarding data speeds and volumes (as described in Section 4.02)? In the absence of Your prior checks and Your compliance, Konnect Tanzania 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 Tanzania 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. The 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 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 resulting therefrom, it being specified that Konnect Tanzania 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 created for home use are available for subscription within the Coverage Zone. Before placing any Order, We invite You to read the installation criteria, and to check that the Package to which You are considering subscribing meets Your needs and that the technical requirements are met.

The Order constitutes acceptance of the Terms and Conditions of Use and the requirements (listed in Section 3.03).

Section 3.06 Subscription

Subscription to the konnect Packages shall be made through one of the Resellers or Sub-Resellers approved by Konnect Tanzania.

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 Order is made.

The Order will be processed by Konnect Tanzania, through the Resellers or Sub-Resellers 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 Tanzania, 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 is made available by one of Konnect Tanzania authorized Resellers or Sub-Resellers, and consists of a 74,90, or 120cm diameter satellite dish, aerial with transceiver head (1W or 2W), mounting, coaxial cable (30m), HT2000 Modem Box and power supply.

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

Please contact your Reseller or Sub-Reseller in order to obtain the Konnect Equipment.

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

The satellite internet access Service (operated by Konnect Tanzania) 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 Tanzania authorized Resellers or Sub-Resellers.

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 +255 768 132 829.

Even if You have not reached 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 Tanzania 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 Tanzania (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 +255 768 132 829 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 Tanzania, compensation in accordance with the regulations in force. Furthermore, You may also initiate procedures for the resolution of disputes with the conciliation body (see Article 20) or with a competent court (see Article 21).

Section 4.03 Maintenance

In order to ensure the operation of its network or of the Package subscribed to, 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 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 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 Service to the extent of up to a maximum of one (1) day per month, subject to applicable regulations. If You experience any interruptions, You may contact Our Customer Service according to Article 18.

Section 4.04 Security Measures

In order to prevent threats, vulnerabilities, security or integrity breaches, 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 5. The equipment

Section 5.01 Type

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

Please contact Your Reseller or Sub-Reseller if You need more information about the Konnect Equipment.

Section 5.02 Activation

(a) *Activation of the Package*

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

You are expressly reminded that in the absence of complete installation of the Konnect Equipment by Konnect Tanzania authorized Reseller or Sub-Reseller (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 Tanzania authorized Reseller or Sub-Reseller, 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 +255 768 132 829. The Options shall be activated upon Your subscription.



Section 5.03 Installation or removal of the Konnnect Equipment

Konnnect Tanzania reminds You that it does not perform or pay the costs of installation or removal of the elements of the Konnnect 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. You will be notified of this by a confirmation email to the E-mail address that You entered when You made Your subscription.

The Terms and Conditions of Use shall expire upon fulfilment by Konnnect Tanzania 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. New Activations can only be performed through the Reseller or Sub-Reseller. On the other hand, if you would like to renew Your Package, you can do it through the Reseller or Sub-Reseller and also through the Customer Portal. Please be aware that only renewals can be performed through the Customer Portal. You can also purchase several Packages at the same time.

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

Article 7. Fees for the konnnect Packages and their description

All the current fees and description of the Packages applicable are the following:

(i) Plans:

1-month validity for all packages	Konnnect 20	Konnnect 30	Konnnect 50	Konnnect 75	Konnnect 100
Data Volume (during the day)	Unlimited usage (with different Fair Use Policy according to the plan selected)				
Step 1°	Beyond 10GB : 3Mbps	Beyond 30GB : 5Mbps	Beyond 60GB : 10Mbps	Beyond 100GB : 15Mbps	Beyond 200GB : 20Mbps
Step 2°	Beyond 15GB : 1Mbps	Beyond 45GB : 1Mbps	Beyond 90GB : 2Mbps	Beyond 150GB : 3Mbps	Beyond 300GB : 3Mbps
Free Zone* (during the night)	Unaccounted traffic from 10 pm to 6 am* (local time)				
Maximum Speed **	20/3 Mbps	30/3 Mbps	50/3 Mbps	75/3 Mbps	100/3 Mbps
Monthly Price (including 18% VAT and 17% Excise tax)	Tsh 60 000*** (US\$25.91)	Tsh 110 000*** (US\$47.50)	Tsh 175 000*** (US\$75.57)	Tsh 225 000*** (US\$97.16)	Tsh 395 000*** (US\$170.57)

Footnotes: All data volume in GB applies to both download and upload usages

° Throttling Steps on the Unlimited Packages: When the user reaches a certain amount of GB, a Fair Use Policy will be applied as described above, until the end of the month.

* From 10pm to 6am : the customer will have access to the maximum speed available without taking into account the throttling step

** Bandwidth profiles shown above are the maximum speed possible in best effort mode depending on the network congestion

*** Tsh prices are converted from the USD prices at the exchange rate indicated.

Exchange rate*** : 1 USD (\$) = 2315.79 TZS



(ii) Options:

Option Public IP	+ Tsh 15 000*** (US\$6)
Option one SIP call	+ Tsh 5 000*** (US\$2)

*** Tsh prices are converted from the USD prices at the exchange rate indicated.

Exchange rate*** : 1 USD (\$) = 2315.79 TZS

The fees are also available on the Website (<https://konnnect.com>).

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

Fees stated include all taxes, included the Excise duty (taking into account the VAT applicable on the day on which the Order is made for the Package, or of its renewal or modification) and exclude all additional fees.

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 also be amended by Konnect Tanzania freely and at any time. Nevertheless, these changes shall not be applicable to a current Terms and Conditions of Use, except in the case of changes to the Packages made by the Customer, the Terms and Conditions of Use or the renewal thereof (see Section 13.01 for conditions).

Article 8. Invoicing and Payment

Section 8.01 Invoicing conditions

Each Package is subject to invoicing of a fee, as well as fees for any Options subscribed to, except in the case of a specific promotional offer. The fees are described in Section 7.

The fees for the Package shall be invoiced each month in advance. Consequently, when you place an Order and pay the Reseller or the Sub-Reseller, 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, in which case you will be able to pay through the Mobile Money Wallet, if available to You.

Section 8.03 Invoices

The Reseller or Sub-Reseller will provide You with the correspondent invoice once You activate a Package or if you renew a Package with the Reseller or Sub-Reseller (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 Tanzania.

You are obliged to pay invoices when subscribing to the Package and/or Options.



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 in accordance with the Terms and Conditions of Use, and all applicable laws, regulations and licenses.

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

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

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

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

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

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

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

You are responsible for complying with these laws where applicable.

You are prohibited from exporting, re-exporting, or sending any equipment, software, technical data, technology or services provided by Us under the terms of this 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.



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

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

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

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

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

Failure to comply with these rules may result in the full or partial suspension of the Services or the termination of Your Terms and Conditions of Use in accordance with Articles 14 and 15, including the sending of Emails, and that 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.

Section 9.02 Intellectual property rights and Konnect Tanzania's database rights

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

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

Section 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 reserves the right to suspend 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.

To this end, You are reminded that certain legislations prohibit, in certain countries, distance selling, acquisition, importation from third countries, manufactured tobacco products, alcoholic drinks, drugs and other market-regulated products in the context of distance selling. The countries concerned apply severe penalties for such acts.

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

Article 10. **Right of withdrawal**

In the event of Your subscription to the Package by telephone or via the Internet, You have the right to withdraw from these Terms and Conditions of Use within ten (10) days without giving any reason.

The withdrawal period is **ten (10) calendar days** from the day of Activation of the Service included in Your Package.

In order to exercise Your right of withdrawal, You must inform Us (Konnect Tanzania - Konnect) of your decision to withdraw from these Terms and Conditions of Use by means of a clear declaration (e.g. by a letter sent to Konnect Tanzania - Konnect Service Management Client – Acacia Estates, Street Acacia Estate, Road Kinondoni Plot 80, District Kinondoni, Ward Kinondoni, Postal Code 14110, Dar es Salaam, United Republic of Tanzania. You can use the



model withdrawal form attached as Appendix 2 (and provided in the FAQ section of the Website) for this purpose, which is, however, not mandatory.

You may also fill in and submit the model withdrawal form or another clear statement electronically on Our Website via Your "My konnect" Customer Portal (client.konnect.com). If You want to use this option, We will send You confirmation of receipt of such revocation without delay (e.g. by e-mail).

To comply with the withdrawal period, it is sufficient that You send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If You withdraw from these Terms and Conditions of Use, We must repay You all payments that we have received from You, without delay and at the latest within ten (10) days from the day on which We received the notification of Your withdrawal from these Terms and Conditions of Use. For this repayment, We will use the same means of payment that You used for the original transaction, unless expressly agreed otherwise with You; in no case will You be charged for this repayment.

Article 11. Amendment of the Terms and Conditions of Use

Section 11.01 Amendment of the Terms and Conditions of Use by Konnect Tanzania

Konnect Tanzania 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 one (1) month 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 11.02 Change of Terms and Conditions of Use by the Customer

You may request from Us (via Customer Services) to subscribe to a different Package, subject to the fact that You have not yet used the Package you have purchased originally. In said case, and if we notify you Our acceptance of Your request, You can purchase a different Package from the Reseller or Sub-Reseller.

Your invoicing will change according to the terms and conditions of the new.

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

Section 11.03 Transfer of the Terms and Conditions of Use

Konnect Tanzania 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 one (1) month before the transaction shall take effect. In this case, You will have the possibility to terminate Your Terms and Conditions of Use. If You do not terminate the Terms and Conditions of Use, the obligations for the performance of the Terms and Conditions of Use incumbent upon Konnect Tanzania shall be transferred to the third-party assignee without any recourse for the Customer against Konnect Tanzania which shall be free of any obligation.

Furthermore, We reserve the right to outsource to one or several third parties of Our choosing, all or part of the services and obligations incumbent upon Us under the terms of the 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 Tanzania, which reserves the right to refuse this for any reason it may consider legitimate.

Section 11.04 Change of address within the Coverage Zone

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

In this case, 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 new set of Konnect Equipment, Konnect Tanzania won't be able to perform the provision of the Service. Please contact Your Reseller or Sub-Reseller to understand which are the costs involved for the relocation of Your Konnect Equipment, if any.

Article 12. Suspension of the Service by Konnect Tanzania

In case of a failure to comply with the Terms and Conditions of Use (other than in the cases presented in Section 10.04) and, in particular, in case of failure to use the Package in accordance with the conditions of Article 11, the rights of third parties, or to legal and regulatory conditions in force, Konnect Tanzania reserves the right, having first informed You through the means described in Article 15 (on condition that the contact details that You provided are correct and up to date):

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

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

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

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

Article 13. Termination

Section 13.01 Termination by the Customer without fault or legitimate reason

You have the right to terminate Your Package at any time on condition of giving thirty (30) days' notice. Your request should be made in writing to Konnect Tanzania (by letter to Konnect Tanzania – konnect Service Management Client – Acacia Estates, Street Acacia Estate, Road Kinondoni Plot 80, District Kinondoni, Ward Kinondoni, Postal Code 14110, Dar es Salaam, United Republic of Tanzania, 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 13.02 Termination by the Customer for legitimate reasons

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

You must make Your request in writing to Konnect Tanzania (by letter to Konnect Tanzania – Konnect Service Management Client, Acacia Estates, Street Acacia Estate, Road Kinondoni Plot 80, District Kinondoni, Ward Kinondoni, Postal Code 141 10, Dar es Salaam, United Republic of Tanzania, or via Your “My konnect” Customer Portal). Your request must state Your identity, Your Subscription number, the name of Your Package, and the installation address concerned. We reserve the right to request You provide any additional justification prior to processing Your request.

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

- Change of address outside the Coverage Zone

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

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

- Non-reception of signal

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

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

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

- Death

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

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



- **Imprisonment**

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

- **Serious illness or incapacity**

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

- **Amendment of the Terms and Conditions of Use by Konnect Tanzania**

In this case, the termination of Your Terms and Conditions of Use is possible under the condition that the provisions of Article 13 are respected.

Section 13.03 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 11, the rights of third parties, or legal and regulatory conditions in force, Konnect Tanzania reserves the right, having first informed You (on condition that the contact details that You provided are correct and up to date), to suspend Your Services (as indicated in Article 14), or to terminate the Package according to the seriousness of the non-compliance observed.

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

Section 13.04 Termination due to a case of force majeure

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 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.

With regard to the Terms and Conditions of Use, Konnect Tanzania 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, as well as any riot and/or revolution;
- any act of vandalism and/or piracy of any form;
- any boycott;
- any IT piracy, including sabotage to the means of electronic communications;
- any breakdown, failure or stoppage of the means of electronic communications;
- any interruption to the energy supply, including any fuel shortage or any failure or interruption of the transmission networks (including Internet);
- any natural disaster (fire, flood, etc.);
- any health crisis (epidemic, pandemic, etc.);
- any strike, whether total or partial, or any lockdown external to Konnect Tanzania, 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 Tanzania, its subsidiaries, its suppliers or its service providers.

In the event of one of these cases of force majeure listed above, the contractual obligations of Konnect Tanzania 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 Tanzania and/or the Customer to the other party shall be done by the means of one of the instruments stated in Article 17 or by any other appropriate means in case these should be unavailable. Notification shall be accompanied by appropriate supporting documents and shall be made within five (5) working days of the occurrence of such an event.

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

Konnect Tanzania and/or the Customer being victim of one of the aforementioned cases of force majeure shall take all appropriate action to limit the duration of its effects.

Konnect Tanzania 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 all the Parties.

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

Section 13.05 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 Tanzania, the termination shall be effective upon expiry of the notice period of thirty (30) days as specified above. As Your subscription is paid in advance, We will reimburse to You the fee already paid.



(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).

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

Article 14. Responsibility

Section 14.01 Responsibility of Konnect Tanzania

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 Tanzania 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 (and in particular for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation), Konnect Tanzania 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, insomuch 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 Tanzania's liability shall in any event be limited to the total amount of the monthly fees paid in respect of the last twelve (12) months.

If the damage alleged or suffered results from the execution by Konnect Tanzania 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 Tanzania cannot be held liable.

Finally, Konnect Tanzania 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 14.02 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 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 15. 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 Tanzania – Konnect Service Management Client – Acacia Estates, Street Acacia Estate, Road Kinondoni Plot 80, District Kinondoni, Ward Kinondoni, Postal Code 14110, Dar es Salaam, United Republic of Tanzania.

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

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

You can also contact Us by telephone via the WhatsApp application to the number +255 768 132 829 from Monday to Saturday from 10:00 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, via Your "My konnect" Customer Portal, by post at the address indicated at the time of Your



subscription and/or by telephone at the landline or mobile number indicated at the time of Your subscription (either as a telephone call or in writing via the WhatsApp application and/or SMS).

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

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

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

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

Article 16. 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 via the WhatsApp application to the number +255 768 132.
- by contacting Us via Your “My konnect” Customer Portal.
- By contacting your Reseller or Sub-Reseller.

This helpdesk service applies only to cases listed above and 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 17. Personal Data

Section 17.01 Login details

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

These include Your Email address and password.

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

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



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

Section 17.02 Processing Your Personal Data

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

Section 17.03 User data

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

All or part of the user data which may be requested by any administrative or judicial authority will be shared by Konnect 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 Konnect Tanzania 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 18. Complaints against Konnect Tanzania – Customer Services

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

- **1st phase:** You should contact Our Customer Service by telephone via the WhatsApp application to the number +255 768 132 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 Tanzania at: – Konnect Service Management Client – Acacia Estates, Street Acacia Estate, Road Kinondoni Plot 80, District Kinondoni, Ward Kinondoni, Postal Code 14110, Dar es Salaam, United Republic of Tanzania , in accordance with the conditions of Article 17; again, Konnect Tanzania 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), You may refer the matter to the Tanzania Communications Regulatory Authority (TCRA).

Article 19. Applicable law - Dispute resolution

The Terms and Conditions of Use is subject to Tanzanian law, excluding the application of its conflict of law rules. Consequently, in Your quality as a consumer, the 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.

In case of dispute, the Customer and Konnect Tanzania may try to find an amicable solution, specifically through the TCRA.



In the absence of an amicable outcome of the dispute, You, like Us, agree to submit any dispute liable to oppose us before the non-exclusive competence of the competent courts within the jurisdiction of the TCRA, meaning that for the application of the Terms and Conditions of Use, You may bring a case to assert Your consumer rights before the TCRA Tribunal within the jurisdiction of Tanzania.

Konnnect 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 20. Miscellaneous

Section 20.01 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 20.02 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 20.03 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 Tanzania of any content found on those websites.

Section 20.04 Divisibility

In the event that a condition of the Terms and Conditions of Use shall prove unworkable, null or illegal, the validity of the Terms and Conditions of Use shall be unaffected. In this situation, Konnect Tanzania and the Customer undertake to negotiate in good faith the replacement of the unworkable, null or illegal condition with a valid condition which honours the spirit of the Terms and Conditions of Use.

Section 20.05 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 20.06 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.