

**CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO NORDNET OFFER:  
ORANGE SATELLITE WITH NORDNET  
(BELGIUM)**

## CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE OFFER:

### ORANGE SATELLITE WITH NORDNET (BELGIUM)

Version dated 16/12/2024

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Nordnet, a company incorporated under French law, supplier of Internet products and services, whose head office is located at 245 Boulevard de Tournai, in Villeneuve d'Ascq (59650), France, a public limited company registered with the Lille Métropole Trade and Companies Register under number 402 974 489, proposes Offer Orange Satellite with Nordnet to Customers, supplied in the Country, governed by the present Contractual Terms and Conditions.

#### DEFINITIONS

**Contract:** agreement reached between the Customer and Nordnet at the time of an Order including, in order of prevalence, the Contractual Terms and Conditions, the Contractual Summary, the Precontractual Information Document, the withdrawal form and the Order confirmation.

**Order:** act by which the Customer expresses their consent to the subscription, renewal or modification of a Nordnet Offer.

**Customer (You):** natural person or legal entity (with no more than 9 employees), with the legal capacity necessary for the Order and performance of the Contract, residing in the Country having placed an Order for an Offer from Nordnet and therefore bound by the Contract, for use of the Service and the Equipment in the Country in which they reside.

**Consumer:** any natural person who is acting for purposes that do not fall within the scope of their commercial, industrial, trade or self-employed business.

**E-mail:** message sent over the Internet from or received at an electronic (mail) address.

**Personal data:** any information that relates directly or indirectly to an identified or identifiable natural person (an individual or data subject), as defined by EU Regulation 2016/679 on the protection of personal data ("GDPR").

**Customer Area:** the Customer's personal space, accessible on the Website via their Identifiers.

**Identifier:** term, strictly personal and confidential, designating any type of code, login and/or password, which is personal to the Customer, either communicated by Nordnet or chosen by the Customer, as part of the subscribed offer.

**Satellite kit:** Equipment compatible with and necessary for the supply of the Offer, comprising satellite equipment including (i) a bidirectional external dish enabling high-speed Internet data to be received and transmitted via satellite, (ii) an Internet LNB feedhorn, (iii) a satellite modem, (iv) a double coaxial cable, (v) an F connector cable, (vi) an RJ45 Ethernet cable, (vii) an installation guide, (viii) a tutorial, (ix) a mount, (x) anti-vibration reinforcements and the appropriate screws and bolts, as well as the NordnetBox. Any other satellite equipment is deemed incompatible, unless the Customer provides Nordnet with all the information necessary for Nordnet to assess the compatibility of existing equipment they may have and such compatibility is identified by Nordnet or such equipment is expressly designated as compatible in the Prerequisites. This Equipment is made available for purchase by Nordnet as part of the Offer (a subsidy may be applied if the Customer is eligible, see Article 5.3 Common Provisions Subsidies).

**Equipment:** physical equipment, and associated software depending on the nature of the equipment, sold by Nordnet as part of the Offer, which is the subject of these Contractual Terms and Conditions; including, in particular, the Satellite Kit and spare parts, where applicable.

**Micro-enterprise:** a company with no more than nine (9) employees and annual turnover of not exceeding 2 million euros as per the terms of Recommendation 2003/361/EC. Any Micro-enterprise Customer undertakes to provide Nordnet with accurate identification information, in particular the company number, and any updates to this information and maintaining its status for the duration of the Contract.

**Offer:** offer of Service, and/or Equipment, proposed by Nordnet on the Territory.

**Option:** any possible Offer presented in an optional manner, in addition to a main Offer.

**Satellite Operator :** third-party operator in charge of managing the satellite Internet network covering the Territory on which the Offer is based and the only operator authorised to operate on the latter.

**Prerequisites:** all of the conditions, restrictions and requirements for ordering, installing and using an Offer, as set out in the Pre-contractual Information Document, relating to eligibility (in particular the location of the Customer's home/office within the Territory), the configuration of the Customer's home and the Customer's environment in order to install the Satellite Kit, the compliance and compatibility, where applicable, of the Customer's pre-existing equipment and software (in particular a computer with an Internet browser), the limitations on use of the Offer inherent in the technology and the standardised nature of the Offer, any restrictions and formalities, etc.

**Service:** internet access service provided in the Offer.

**Site or Nordnet Site:** Website that can be consulted at the following address [www.nordnet.com/be/en/orange-satellite](http://www.nordnet.com/be/en/orange-satellite).

**Territory :** territory covering Belgium within which the Offer can be ordered and supplied, provided that the Customer's installation address is located within the Territory covered by the Eutelsat K-VHTS satellite (2.7° East Jupiter 3) in KA band.

**User:** any person authorised by the Customer to use all or part of the Offer on a regular or occasional basis, whether or not they have been referred to Nordnet.

## 1. CONTENT OF OFFERS AND CONTRACTUAL TERMS AND CONDITIONS

Nordnet's Offer and Contractual Terms and Conditions are presented on the Nordnet website, and/or where applicable as part of the Order proposal, within the Contractual Summaries. Nordnet may modify its Offers or the related Contractual Terms and Conditions at any time as per the conditions set out in Article 21. "Amending the contract" of these terms and conditions. The Contractual Terms and Conditions applicable to the Offer are those in force on the date of the Order, as published on the Site ("Contractual Terms and Conditions" section), unless a legal or regulatory change is imposed by the competent authority providing for application on a specific date. These documents may be downloaded for documentation purposes or for future reference.

Any French-speaking person who is deaf, hard of hearing, deaf-blind or aphasic can obtain free information from Nordnet by telephone on the characteristics of the Offer, by visiting the Site or the Customer Area. The person will be directed to the Acceo application, which, once installed on a computer, tablet or mobile, can be used to contact an Acceo operator who will get in touch with Nordnet and translate the exchanges in real time. The Acceo service, available Monday to Friday from 9am to 12.30pm and 1.30pm to 5.30pm, provides instant transcription of speech, sign language and supplemented spoken French. For English-speaking Customers, access to Acceo services must be made from the following address: <https://app.acceo-o.fr/client/nordnet>

## 2. ORDER PREREQUISITES

### 2.1. Legal capacity and proof of identity

#### 2.1.1. Legal capacity

Offers are restricted to persons with full legal capacity, so that the Customer warrants that they are able to enter into and perform the Contract. If You are acting on behalf of a legal entity, You also certify that You are the legal representative or have a mandate from the legal entity concerned allowing You to enter into the Contract on their behalf, and that in your capacity as representative of the legal entity, like any legal representative of the legal entity, You remain responsible for its proper performance.

#### 2.1.2. Proof of identity

To finalise the subscription or activation of the Offer, the Customer must send Nordnet the following documents, for the holder of the Offer, within thirty (30) days of their Order:

- Valid, legible proof of identity including a MRZ strip:

- o A copy of the National Identity Card issued by the Belgian State or by a State belonging to the European Union (both sides)

- o Or a copy of the first two pages of the passport

- o Or a copy of the residence permit issued by the Belgian authorities

If the Customer is a legal entity, the following clearly-legible documents must be sent within the same deadline:

- For companies registered with Banque Carrefour des Entreprises, the Belgian company registration databank (BCE)

- o An extract from the BCE dated less than six (6) months

- o A copy of valid proof of identity of the legal representative referred to in the BCE certificate (see documents accepted above)

If these valid and clearly-legible supporting documents are not received by the deadline, or if there are difficulties with the supporting documents received, the Offer cannot be the subject of a complete and valid Order.

### 2.2. Prerequisites and checks

Prior to any Order, and regardless of the nature of the Offer, the Customer checks that the Offer they wish to take out meets their needs and takes note of the characteristics of the Offer, the Prerequisites, including the inherent limitations of satellite technology (latency and high ping) and asks Nordnet any questions concerning them. The Customer also checks at this point the compatibility of their equipment, internal services and the installation site with the Prerequisites, as well as the minimum configuration that may be required in this respect, depending on the nature of the Offer and to take full advantage of its characteristics. They ensure that compliance with these Prerequisites can be maintained throughout the performance of the Contract, so that optimum benefit can be derived from the subscribed Offer.

Before placing any Order for the Offer, Nordnet specifies that the Offer is reserved for residential use, or limited professional use, within the framework of a Micro-business, reasonable, that it also requires the possession of satellite equipment compatible with the satellite of the Satellite Operator (offered for purchase by Nordnet within the framework of the Satellite Kit) and that it is the responsibility of the Customer to checks in particular that:

- the accommodation/settlement premises are eligible for the Offer in the Territory;
- the geographical location and configuration of the premises and their personal installation are compatible with use the Offer and enable the Equipment to be correctly installed there (not being located near an electromagnetic source, having an unobstructed view to the south, no obstacles of any kind in the satellite equipment's transmission/reception field, etc.);
- legally, it is possible to install (or have installed) the Equipment at the planned location, particularly if installation involves outdoor equipment (especially in the case of classified installations or facilities, subject to specific town planning rules, co-ownership regulations or requiring authorisation from the owner (if the Customer is a tenant), etc.);
- their computer, as well as their connected devices and connections, meet the Requirements set out herein, in particular in Article 13 "Internet Access Offer speeds" and in the Pre-contractual Information Document and the Order Summary, and that they are equipped with a browser.

In the event of failure to comply with these prerequisites and necessary prior authorisations, the Customer is informed that Nordnet shall not be held liable for any failure in the supply of the Internet Access Service.

It should also be noted that the Customer may be located in the Territory, but still not be able to benefit from the Internet Access Offer due to being unable to install correctly the Equipment, for example, or due to the configuration of their environment.

Eligibility within the Territory may be regularly updated by the Satellite Operator.

Unless specified otherwise in the Specific Terms and Conditions, the Offer ordered is restricted to residential use, for Customers located in the Country who meet the Pre-Requisites, whose home/office is eligible and effectively connected to the Technical Operator's network and compatible with the installation constraints of the Equipment and any restrictions linked to the Offer.

### 3. ORDER

The Offer is intended for consumers and Micro-users who do not have specific Internet access needs.

The content of the 'Orange Satellite with Nordnet' Offer is set out in the table in Appendix 1 hereto, which contains in particular the connection speeds available.

To benefit from the Service, the Customer must have satellite equipment compatible with the Eutelsat K-VHTS satellite (2.7° East Jupiter 3) in KA band. This equipment must be installed under the required conditions and the Prerequisites must be respected and maintained where applicable. Nordnet offers this satellite equipment as well as a Nordnetbox in a Satellite Kit available for purchase.

The Offer is accessible to eligible Customers whose dwelling/installation premises are located in the Territory, once the complete and valid Order has been received and processed by Nordnet, and the Equipment has been received by the Customer.

This Offer does not include a guaranteed bandwidth, a guaranteed recovery time, or a quality of service other than compliance with the characteristics of the Offer

Once the Hardware has been received, the Customer must install and point it in accordance with the instructions set out in the installation guide in order to access the Satellite Operator's network and in a manner compatible with the installation constraints of the Hardware and any restrictions linked to the Offer, and in compliance with the Pre-requisites.

The Order of the Offer is reserved for use in the Territory

#### 3.1. Placing an Order

The Customer may place the Order for the Offer with Nordnet, online or via any other method authorised by Nordnet. The Order must be completed and accompanied by any documents requested for this purpose within the required deadlines. The Order constitutes the Customer's unreserved acceptance of the Contract.

The applicable Contractual Terms and Conditions, the Pre-contractual Information Document and Contractual Summary are available to the Customer on the Site ("Contractual Terms and Conditions" section) or on request from Nordnet and are brought to the Customer's attention at the time of the Order. They are included in the Contract and will apply to the Offer, whether it is signed electronically and/or included by reference as part of the Order. The Customer may not make any changes to Nordnet's Offers, to the Order or to the Contractual Terms and Conditions. These will not be taken into account without a reminder or objection from Nordnet, as these are standard Offers.

#### 3.2. Order Validation

**In order to be validated by Nordnet, the Order must be complete, accompanied by a valid means of payment and the required supporting documents and information. The Customer must also appear to be effectively eligible for the Offer.**

**The characteristics of the Offer, the duration of the commitment and the applicable rates are, in particular, those in force at the time of the Order, accepted by the Customer.**

#### 3.3. Unavailability of the Offer

In the event of unavailability or cancellation of all or part of the Offer ordered, the Customer will be informed as soon as possible.

#### 3.4. Subsidies

If the Offer subscribed to is compatible and the Customer is eligible (if they fulfil the applicable conditions) for one or more local subsidies (where applicable in a defined country), generally relating to the purchase of the Equipment, the Customer shall be responsible for taking the applicable steps in order to benefit therefrom.

Nordnet is not obliged to offer or apply existing public subsidies.

### 4. INFORMATION AND CONTACT DETAILS

The Customer provides Nordnet with current, complete and accurate contact details, information and supporting documents at the time of their Order, which they update as necessary during the Contract, notifying Nordnet immediately of any changes. If they fail to do so, they run the risk of not being contacted, informed or no longer benefiting from all or part of the Offer.

### 5. TERM AND ENTRY INTO FORCE OF THE CONTRACT

The Contract comes into force at the latest on the first working day following receipt of the complete and valid Order by Nordnet.

The Contract is entered into for the term provided for under the Offer concerned. However, the starting point of the commitment period applicable under the Offer will correspond to the first of the following two dates:

- the date on which the Internet Access Service is activated by the Customer, or
- the date on which your complete and valid Order is received, plus a period of thirty (30) days.

In the event of an advance payment for an amount that covers a longer period than the term of the Offer chosen by the Customer, and by way of derogation, the term of the Contract will be adjusted to the term covered by the advance payment, which is the minimum term of the Contract.

Unless the Contract is terminated free of charge beyond the first 6 months of the initial commitment, the Contract will then be renewed tacitly from month to month, unless otherwise specified at the time of the Order, or, where applicable, when amending or renewing the Contract.

### 6. FINANCIAL CONDITIONS

#### 6.1. Rates

The current rates of the Offers proposed by Nordnet may be viewed on the Site (under the heading "Rates"), at the time of the Order and on request from Nordnet (see Article 24 "Contact Details and Notifications"). They may be modified by Nordnet. The applicable rate is that which is in force on the day of receipt of the complete Order. Rates are inclusive of all taxes, including VAT for residential Offers and DEEE (eco-contribution tax) where applicable, and include preparation, delivery and set-up fees. Any shipment of Equipment is subject to preparation and delivery charges that appear in the Pre-contractual Information Document and the Contractual Summaries of the Offers, unless otherwise specified when the Order is placed.

If the Customer requests specific actions that may be subject to billing, or if they use a Service subscribed to on an ad hoc basis or not included in the Offer, or beyond the allowed limit (e.g. additional usage), they will be billed according to the rates applicable on the day of the request.

Nordnet will be able to add the price of the Offer any modification or new tax or other charge of legislative or regulatory origin that may be applied during the course of the Contract on the day on which any such provision come into force. If this tax or charge is disproportionate to the price of the Offer, either party may terminate the Contract as of right in writing addressed to the other party (see Article 24 "Contact Details and Notifications") without any liability arising therefrom.

#### 6.2. Nordnet special offers, discount codes and promotions

Any use of a special offer, discount code or sponsorship for eligible Offers must comply with the relevant conditions (which can be viewed for the special offer or discount code). Special offers may only be combined if the associated conditions expressly allow it. By taking advantage of a special offer, discount code, the Customer acknowledges having read and accepted the conditions associated with them. The special offer (excluding the discount code) will be applied directly to your invoice. Benefits linked to the use of a discount code are added to Customer Credits and then used to offset invoices.

#### 6.3. Invoicing

The Offer is invoiced by Nordnet according to the periodicity referred to at the time of the Order, for the duration of the Contract and all resulting consequences, regardless of the use or installation of all or part of the Offer, excluding any promotional offer or application of a promotional code. Invoices are issued electronically and are available in the Customer Area, unless the Customer requests to receive them on paper.

It is specified that, depending on the Offer subscribed to and where this is provided for in the Contractual Conditions and the Contractual Summary, Nordnet may invoice the Customer for commissioning costs, preparation and delivery costs as referred to in the Contract at the time of the Order, unless they are included in the Offer, or in the event of the replacement or dispatch of Equipment, as well as early termination charges during the first 6 months of the

initial commitment (excluding termination for a legitimate reason or in the event of eligibility for fibre optics or HFC under the conditions defined in article 22 Termination), compensation per item of Equipment in the event of non-return of Equipment (cf. Prices section of the Site), or charges applicable in the event of unpaid bills and, where applicable, their recovery (cf. article 6.1 Rates). Invoices and usage breakdowns are available in the Customer Area for a period of twelve (12) months from issue of the invoice by Nordnet for electronic communications Offers.

Invoices and statements of consumption are available in the Customer Area accessible on the Site for a period of twelve (12) months from the date of issue of the invoice by Nordnet.

Invoices are payable within 30 days of issue unless the Customer has opted for direct debit. In this case, the debit will be made on the 05th of each month.

Invoicing for the Offer and/or charges (if applicable) will begin on the first day of the commitment period defined in Article 5 'Duration and commencement'. Consequently, the 1st month of subscription is invoiced on a pro rata temporis basis (until the last day of the 1st month) and will appear on the invoice issued for the first full month of subscription. However, by way of exception, if you have benefited from the provision of all or part of the services in the Offer, prior to the starting point of the aforementioned commitment period, the related fees or charges will be invoiced additionally.

Furthermore, at the end of the subscription, for whatever reason, if any remaining consumption, costs or indemnities are due in respect of the Offer, Nordnet will invoice them after the end of the Contract.

In order to dispute an invoice, the Customer must make his request in writing to Nordnet (cf. article 24 'Contacts and Notifications'), stating the precise reasons and justification for this dispute, which must constitute a reason for non-payment. His request will be examined by our services. The undisputed part of the invoice must be paid by the Customer on the specified date.

#### 6.4. Payment

The Customer guarantees that they are a legitimate user of the means of payment that they use with Nordnet. If the bank details are incorrect or incomplete, the Contract may be blocked, suspended or terminated if the problem persists, in accordance with Articles 19 "Blocking" and 22 "Termination".

For recurring payments, if the Customer has a bank account in an establishment located in the Country, Nordnet recommends that priority be given to payment by direct debit. In order to use another means of payment or in the event of difficulty, the Customer is urged to contact Nordnet in order to agree on payment methods appropriate to their situation (see Article 24 "Contact Details and Notifications").

#### 6.5. Special Customer situation

In cases where the Customer is experiencing a particularly difficult financial situation leading to payment difficulties, they must notify Nordnet as soon as possible before terminating the Contract.

#### 6.6. 6.6 Payment incidents

If an invoice remains unpaid, even partially – unless there is a legitimate dispute – a reminder will be sent by e-mail to obtain payment. If the Customer fails to pay the sums due within fifteen (15) calendar days of the invoice being sent, all sums due (including any costs, interest and late payment fees) will become immediately payable, as of right.

If the Customer is a professional, these amounts will be added to:

- Late payment interest calculated from the day after the due date of the unpaid invoice until full payment, on the outstanding amount, equal to a rate equivalent to the European Central Bank rate + 10 points;
- A €8 direct debit rejection fee. First free.
- Invoicing of a flat-rate indemnity for collection costs of forty euros (€40). In the event that the recovery costs are higher than this fixed indemnity, Nordnet may request additional compensation, on justification (in application of article L.441-6 of the French Commercial Code). Customer Credits

### 7. CUSTOMER CREDITS

#### 7.1. General

Nordnet shall set up a Customer Credits system linked to the Offer, enabling it to manage special offers, discounts granted to the Customer after an incident or complaint, without prejudice to the relevant French legal provisions and where applicable, mandatory Belgian consumer protection provisions. All sums credited to and debited from Customer Credits, including corrections, can be viewed in the

"My Account" section of the Customer Area, or can be accessed on request from Nordnet.

#### 7.2. Special offers

Customer Credits centralise the special offers for the Customer, such as discounts, discount vouchers, refunds or advantages linked to sponsorship operations, according to the conditions specific to each of these advantages (the Customer is invited to refer to them).

If the promotional offer that generated a credit to Customer Credits is cancelled, an operation equivalent to debiting Customer Credits will be performed.

#### 7.3. Discounts granted to the Customer following an incident with the subscribed Offer or a complaint

Unless otherwise requested by the Customer, any discount granted by Nordnet in the context of the performance of its Offer, resulting from goodwill gestures in respect of a total or partial malfunction, including in the event of a security incident or a potential complaint from the Customer, may also be credited to Customer Credits.

#### 7.4. Debit transactions from Customer Credits

Nordnet implements compensation between any outstanding amounts and the Customer's debts, which the Customer accepts. Consequently, if the balance of Customer Credits is positive, it will be debited and deducted from any sums owed by the Customer under the terms of the Contract. The invoice on which this debit applies will be marked "*Customer Credits Deduction*". The amount taken out of Customer Credits may not exceed the amount actually due on the invoice.

#### 7.5. Errors

In the event of a clear or proven error, notified to Nordnet by the Customer or noted by the latter in Customer Credits, whether credited or debited, Nordnet will correct it.

#### 7.6. Termination of the Contract

When the Contract is terminated, Customer Credits is closed. Any unused loyalty benefits cannot be returned or monetised. When Customer Credits has a positive balance including a discount resulting from a malfunction or a complaint by the Customer with regard to the Offer, the Customer may request payment of this discount alone, to the exclusion of any other sum, from Nordnet's Consumer Complaints Department (see Article 24 "Contact Details and Notifications"), subject to having honoured all of their contractual obligations (in particular payment and return of Equipment).

### 8. WITHDRAWAL

If the Customer is acting as a Consumer or non-business customer, they have a right of withdrawal, which must be exercised in accordance with the law, within a period of fourteen (14) days from the date of conclusion of the Contract, if it only concerns Services.

For any Offer that includes delivery of Equipment, this withdrawal period runs from the date of receipt of the (last) item of Equipment at the delivery address indicated at the time of the Order, regardless of whether or not this is the place where the Equipment is installed or whether the actual delivery is made to the Customer or a third party.

This right of withdrawal must be exercised in writing to Nordnet. The Customer must give details that enable them to be identified and specify the Offer concerned (full contact details, Customer account number). The Customer may use the withdrawal form, which can be downloaded from the Site, attached to the Order confirmation and available on request from Nordnet.

All items of Equipment must be returned, at the latest within fourteen (14) days of its request, under the conditions set out in Article 10.9 "Return of Equipment".

Reimbursement to the Customer of the sums paid prior to withdrawal shall be deferred until receipt of the Equipment in full or, at the very least, until receipt of proof of dispatch of the Equipment.

The Customer is liable for any depreciation of the Equipment resulting from handling other than that necessary to establish its nature, characteristics and correct operation.

After confirmation by Nordnet of the effectiveness of the withdrawal exercised by the Customer, notwithstanding Article 10.6, the Customer will no longer be able to claim any ownership of the Equipment. However, the Customer remains responsible for the risks relating to the Equipment until the return of the complete Equipment to the address communicated by Nordnet for this return..

## 9. DELIVERY OF THE OFFER EXCLUDING EQUIPMENT

### 9.1. Terms of delivery of the Service

Provision of the Service will take place at the latest within a period of three working days from the date of receipt of the full and/or valid Order by Nordnet, unless otherwise stipulated in the Contract or in the event of installation of Equipment at the sole expense of the Customer.

### 9.2. Installation of the Equipment

To benefit from the Offer, the Customer must install the Equipment, as per the terms and conditions communicated.

Installation and connectivity will depend on the geographical, demographic and environmental criteria associated with the position of the Equipment at the time of installation, which must be maintained during the term of the Contract,

The Customer must install the Equipment (in accordance with the Installation Guide) and effectively connect the Customer's home/premises to the Satellite Operator's network, or have it installed, at the Customer's choice and, where applicable, at the Customer's expense and under the Customer's responsibility, by an antenna specialist.

Before installation and activation, any software with equivalent functionalities or which would prevent installation and that is already present on the device on which the Service is to be installed, must first be uninstalled. The Customer shall also check that the device and software used do not contain any viruses.

During installation, the Customer must comply with the specifications and installation steps provided by Nordnet, which may be viewed on the Site and/or in the documentation associated with the Offer and they must have administrator rights or all equivalent rights on the device used in connection with the Offer. If all the steps are not carried out or if they are interrupted before the installation is complete, the Offer may not be used correctly or may be defective in use.

## 10. EQUIPMENT

### 10.1. Preliminary checks

The characteristics of the Equipment are available on the Site (Support section) and/or specified at the time of the Order, or on request from Nordnet.

Before placing any Order that includes Equipment, and in addition to the Prerequisites, the Customer must check that the Equipment is compatible with its electrical installation, its home/location and its geographical location, and if necessary, obtain the required authorisations. The Internet Access Offer marketed by Nordnet including the sale of Equipment includes Equipment that is necessarily compatible. The connection equipment is pre-configured to work with the Nordnet Offer. The Customer is bound by the environmental, technical and electrical requirements, in addition to the instructions and/or recommendations in the Installation Guide.

The Equipment, associated software, technical data or satellite technology may be subject to U.S. export laws and regulations and/or the trade laws of other national governments that may apply to its import, use, distribution or export. These regulations include the Export Administration Regulations and the Foreign Asset Control Regulations. It is the Customer's responsibility to comply with them. The Customer may not, without prior authorization from the U.S. government, export, re-export or transfer them, directly or indirectly, to any country subject to a U.S. trade embargo or to any of these countries (the current list includes Cuba, Iran, North Korea, Syria, the Crimean region of Ukraine, the so-called Luhansk People's Republic, and the so-called Donetsk People's Republic, or any subsequent amendment), or to any person or entity on the U.S. government's restricted parties lists, or to an end-user engaged in prohibited activities or for an end-use directly or indirectly related to the design, development, production, or use of weapons of mass destruction, including nuclear, chemical, or biological weapons, and/or the missile technology to deliver them. These provisions may apply even at the end of the Contract. This clause shall remain valid after expiry or termination of the Contract.

### 10.2. Delivery

The Equipment will be delivered to the address indicated at the time of the Order, at the latest within a period of thirty (30) clear days from the date on which the valid and complete Order is received by Nordnet. Delivery is effective as long as it is sent to the address indicated whether or not it is made to the Customer directly.

Delivery is made within the Country exclusively by the means defined by Nordnet (post, carrier, etc.). The Customer undertakes not to delay or prevent receipt of the Equipment. It is the customer's responsibility, or that of the person present to receive it on the customer's behalf, to check the conformity and apparent condition of the package. If the Customer expresses any reservations to the carrier, they must be substantiated (e.g. photographs, etc.) and confirmed in writing to Nordnet within three (3) days of receipt of the Equipment.

Delivery that takes place on or before the delivery deadline but which is not accepted by the Customer is not considered a non-delivery.

All risk of loss or damage to the Equipment is transferred to the Customer when the Customer or a third party designated by the Customer takes possession of the Equipment upon delivery.

After opening the package, in the event of a defect, the Equipment must be returned to Nordnet, under the conditions referred to in Article 10.9 "Return of Equipment". Unless the Customer is entitled to exercise the legal guarantee, any new delivery of all or part of the Equipment will require payment of the price of the Equipment or spare parts (see below) and will also be subject to preparation and delivery costs of €15.

### 10.3. Spare parts – Reconditioning

If the availability of spare parts for the Equipment is communicated to Nordnet by the Equipment manufacturer or distributor, Nordnet will specify this in particular on the Site (Support section). Nordnet will then be able to offer all or part of the spare parts

In the event of a change of Equipment or spare parts, including an Order placed by the Customer, Nordnet may supply reconditioned Equipment or spare parts, taking into account in particular the stocks available, including from the manufacturer, the compatibility of hardware components and the shortage of raw materials. These are tested and reconditioned second-hand items, suitable for their intended use.

Prices are those in force on the Site at the time the Order is placed. Each shipment will be subject to preparation and delivery charges of €15 inc.

### 10.4. Installation

Installation must be carried out in accordance with the instructions and specifications that may be viewed on the Site and in the documentation provided by Nordnet and in compliance with any instructions regarding safety, verification, installation, activation, parameterisation, restriction or limitation.

Nordnet does not install or uninstall the Equipment, and is not liable for the associated costs. The Customer is free to install or uninstall the Equipment or to call upon a professional of their choice at their own expense.

The Customer must configure the Equipment correctly and, depending on the Customer's role, if the Offer is to be used by a minor, adapt the configuration specifically for this use.

During installation, the Customer may need to connect to the Internet in order to finalise installation and proceed with activation and configuration. Failure to do so could result in the installation being rejected and the Offer then being limited in its use.

The Customer may use an Internet box type modem/router of his choice instead of the NordnetBox provided that it is compatible with the technical characteristics of the latter (cf. Contractual Summary of the Offer) which is compatible with the satellite equipment and operates within the framework of the Offer.

### 10.5. Use

The Customer undertakes to make normal use of the Hardware and not to cause it to be modified, adapted or damaged by himself or a third party. The Customer undertakes to respect the intellectual property rights applicable to the Hardware and not to prevent it from being updated, which is done automatically when the Hardware is connected to the Internet unless otherwise informed.

### 10.6. Equipment ownership and transfer of risk

- Ownership of the Equipment sold and the risks of deterioration or disappearance (subject to normal wear and tear or an inherent vice or defect in the Equipment), loss or theft, even resulting from the act of a third party or bad weather, will be transferred to the Customer as soon as the Equipment is delivered, subject to the final receipt by Nordnet of the price of the Equipment.
- If the Customer purchases the Equipment as a Consumer, including where it features digital elements providing for the continuous supply of digital content or a digital service, they shall benefit from the legal guarantees pursuant to Articles L.217-1 et seq. of the French Consumer Code (in the event of the Equipment not conforming with the contract) and 1641 et seq. of the French Civil Code (in the event of hidden defects in the Equipment).

#### Legal guarantee of conformity:

Any defect or malfunction found is not necessarily a lack of conformity. Conformity defects that appear within twenty-four months of delivery of the Equipment, including that featuring digital elements, are, in the absence of proof to the contrary, presumed to have existed at the time of delivery, unless this presumption is incompatible with the nature of the product or of the reported defect (Article L217-7 of the French Consumer Code).

When the Customer implements this guarantee, they may choose between repairing or replacing the Equipment and must make their choice known to Nordnet and make the Equipment available to Nordnet (Article L.217-9 of the French Consumer Code). Nordnet may choose not to proceed according to the choice of the Customer if conformity is impossible or entails disproportionate costs, given 1) the value of the Equipment where there is no lack of conformity 2) the extent of the lack of conformity 3) the possibility of opting for the other choice without major inconvenience for the Consumer. Nordnet may refuse to return the Equipment to conformity if this is impossible or involves costs that are clearly disproportionate to the value of the Equipment where there is no lack of conformity and the extent of the lack of conformity. The refusal to return the Equipment to conformity according to the choice of the Consumer as notified to Nordnet or the refusal to return the Equipment to conformity shall be justified in writing (Article L.217-12 of the French Consumer Code).

Conformity must be achieved within a reasonable period of time, which may not exceed thirty (30) days from the Consumer's request, provided that the Consumer has made the Equipment available. The procedures for returning the Equipment are those set out in Article 10.9 "Return of Equipment". When exercising the legal guarantee of conformity, the Consumer may not be required to provide or pay for the transport of the product, excluding postal delivery.

This legal guarantee of conformity applies independently of any commercial guarantee that may have been granted by Nordnet.

#### Legal guarantee against hidden defects:

If the Customer decides to make use of the legal guarantee against hidden defects in the Equipment as per the terms of Article 1641 of the French Civil Code, they may choose between rescinding the sale or reducing the sale price in accordance with Article 1644 of the French Civil Code.

Nordnet would like to remind you of the following French legal provisions:

Article L.217-3 of the French Consumer Code: "The seller is required to deliver a product that conforms to the contract and the criteria set out in Article L. 217-5.

He is liable for any lack of conformity which exists upon delivery of the products as per the terms of Article L. 216-1, which appear within a period of two years from the date on which they were issued." In the case of a contract for the sale of products containing digital elements:

1° Where the contract provides for the continuous supply of digital content or a digital service for a period of two years or less, or where the contract does not specify the duration of the supply, the seller is liable for any lack of conformity of the digital content or digital service which becomes apparent within two years of delivery of the products;  
2° Where the contract provides for the continuous supply of digital content or a digital service for a period of more than two years, the seller shall be liable for any lack of conformity of the digital content or digital service that appears during the period in which it is supplied under the contract. For such products, the applicable time limit does not deprive the consumer of their right to updates in accordance with the provisions of Article L.217-19.

The seller shall also be liable, for the same period, for any lack of conformity resulting from the packaging, the assembly instructions or the installation, where the latter was their responsibility under the contract or was carried out under their responsibility, or where the incorrect installation, carried out by the consumer as provided for in the contract, is due to shortcomings or errors in the installation instructions supplied by the seller.

This guarantee period applies without prejudice to articles 2224 et seq. of the French Civil Code. The starting point of the limitation period for the consumer's action is the day on which the consumer becomes aware of the lack of conformity.

Article L.217-4 of the French Consumer Code: "The product conforms to the contract if it meets the following criteria, where applicable:

- 1° It corresponds to the description, type, quantity and quality, in particular as regards functionality, compatibility, interoperability or any other characteristic provided for in the contract;
- 2° It is suitable for any special requirement of the consumer, which was made known to the seller at the latest at the time of the conclusion of the contract and which the latter agreed to;
- 3° It is delivered with all accessories and installation instructions, which must be supplied in accordance with the contract;
- 4° It is updated in accordance with the contract.

Article L.217-5 of the French Consumer Code: "I.- In addition to the criteria of conformity with the contract, the product is in conformity if it meets the following criteria:

- 1° It is suitable for the purpose usually associated with such a product, considering, where appropriate, any provisions of European Union law and national law as well as any technical standards or, in the absence of such technical standards, specific codes of conduct applicable to the sector concerned;
- 2° Where applicable, it possesses the qualities which the seller presented to the consumer in the form of a sample or model before the conclusion of the contract;
- 3° Where applicable, the digital elements it contains are provided in the most recent version available at the time the contract is concluded, unless the parties agree otherwise;
- 4° Where applicable, it is supplied with all the accessories, including packaging, and installation instructions that the consumer may legitimately expect;
- 5° Where applicable, it is supplied with updates that the consumer can legitimately expect, in accordance with the provisions of Article L. 217-19;
- 6° It corresponds to the quantity, quality and other characteristics, including durability, functionality, compatibility and safety, that the consumer can reasonably expect for products of the same type, considering the nature of the product as well as public statements made by the seller, by any person upstream in the chain of transactions, or by a person acting on their behalf, including in advertising or on labelling.

II. However, the seller is not bound by any of the public statements mentioned in the preceding paragraph if they can demonstrate:

- 1° That they were not aware of them and could not rightfully be expected to have been aware of them;
- 2° That at the time the contract was entered into, the public statements had been corrected in conditions comparable to the initial statements; or
- 3° That the public statements could not have influenced the purchase decision.

III. The consumer may not contest the conformity by invoking a defect relating to one or more particular characteristics of the product, which they were specifically informed deviated from the conformity criteria set out in this Article, a deviation to which they expressly and separately consented when the contract was concluded."

Article L.217-6 of the French Consumer Code: "Where, in the course of the contract, personal data is processed by the professional, a failure on their part to comply with their obligations under Regulation (EU) 2016/679 of 27 April 2016 and the French Data Protection Act (Law No. 78-17 of 6 January 1978 on information technology, data files and civil liberties), where this failure results in non-compliance with one or more of the conformity criteria set out in this section, shall be treated as a failure to comply, without prejudice to the other remedies provided for by these texts."

Article L.217-8 of the French Consumer Code: "In the event of a lack of conformity, the consumer has the right to have the product repaired or replaced or, failing that, to have the price reduced or the contract rescinded, under the conditions set out in this sub-section. The consumer also has the right to suspend payment of all or part of the price or delivery of the benefit provided for in the contract until the seller has fulfilled their obligations under this chapter, in accordance with Article 1219 and 1220 of the French Civil Code.

The provisions of this chapter are without prejudice to the award of damages."

**Article L.217-9 of the French Consumer Code:** The consumer is entitled to demand that the product be brought into conformity with the criteria set out in sub-section 1 of this section.

The consumer asks the seller to bring the product into conformity, choosing between repair and replacement. To this end, the consumer makes the product available to the seller.

**Article L.217-10 of the French Consumer Code:** "The product shall be brought into conformity within a reasonable period, which may not exceed thirty days following the consumer's request and without any major inconvenience to the consumer, considering the nature of the product and the intended use of the consumer.

The repair or replacement of non-conforming products includes, where applicable, the collection and return of the product(s) and the installation of the repaired or replacement product(s) by the seller. A decree shall specify the terms and conditions for bringing the product into conformity."

**Article L.217-12 of the French Consumer Code:** The seller may not proceed according to the choice made by the consumer if the requested conformity is impossible or would entail disproportionate costs, in particular with regard to:

1° The value that the product would have had if there had been no lack of conformity;

2° The extent of the lack of conformity; and

3° The possibility of opting for the other choice without any major inconvenience for the consumer.

The seller may refuse to bring the product into conformity if this is impossible or would entail disproportionate costs, particularly with regard to 1° and 2°.

If these conditions are not met, the consumer may, after formal notice, pursue compulsory performance in kind of the solution initially requested, in accordance with Articles 1221 et seq. of the French Civil Code.

Any refusal by the seller to proceed according to the consumer's choice or to bring the product into conformity shall be justified in writing or on a durable medium.

**Article L.217-11 of the French Consumer Code:** "The product is brought into conformity at no cost to the consumer. The consumer is not obliged to pay for the normal use made of the replaced product during the period prior to their replacement.

**Article L.217-13 of the French Consumer Code:** "Any product repaired under the legal guarantee of conformity benefits from a six-month extension to this guarantee.

If the consumer chooses to have the product repaired but this is not implemented by the seller, a new period of the legal guarantee of conformity for the replaced product starts to run when the product is brought into conformity by replacing it. This provision applies from the day on which the replacement product is delivered to the consumer."

**Article L.217-14 of the French Consumer Code:** "The consumer is entitled to a reduction in the price of the product or to rescind the contract in the following cases:

1° Where the professional refuses to return to product to conformity;

2° If conformity is not achieved within thirty days of the consumer's request or if it causes them major inconvenience;

3° If the consumer definitively bears the cost of taking back or collection of the non-conforming product, or if they bear the cost of installing the repaired or replacement product or the related costs;

4° If the non-conformity of the product persists despite the seller's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a reduction in the price of the product or to rescind the contract where the lack of conformity is so serious as to justify reducing the price or rescinding the contract immediately. In this case, the consumer is not obliged to ask for the product to be repaired or replaced beforehand.

Consumers do not have the right to rescind the sale if the lack of conformity is minor, which it is up to the seller to demonstrate. This paragraph does not apply to contracts in which the consumer does not pay a price."

**Article L.217-15 of the French Consumer Code:** "In the cases provided for in Article L. 217-14, the consumer shall inform the seller of their decision to obtain a reduction in the price of the product. The reduction in price is proportional to the difference between the value of the product delivered and the value of the product where there is no lack of conformity."

**Article L.217-16 of the French Consumer Code:** "In the cases provided for in Article L. 217-14, the consumer must inform the seller of their decision to cancel the contract. They return the product to the seller at the latter's expense. The seller shall reimburse the consumer for the price paid and return any other benefits received under the contract. If the lack of conformity relates only to certain products supplied under the contract of sale, the consumer has the right to rescind the contract in respect of all the products, even those not covered by this Chapter, if they cannot reasonably be expected to agree to keep only the products which are in conformity.

For contracts mentioned in II of Article L. 217-1, providing for the sale of products and, on an ancillary basis, the supply of services not covered by this chapter, the consumer is entitled to have the whole contract rescinded. In addition, in the case of a bundled offer as per the terms of Article L. 224-42-2, the consumer has the right to rescind all related contracts.

The respective obligations of the parties to the contract, referred to in article L. 224-25-22 and relating to the consequences of rescission for digital content and services, are applicable to rescinding a contract for the sale of a product containing digital elements."

**Article L.217-17 of the French Consumer Code:** "The sums owed by the seller to the consumer under this sub-section shall be reimbursed as soon as the consumer receives the product or proof that it has been returned, and no later than fourteen days thereafter. The seller shall reimburse these sums using the same means of payment as the one used by the consumer to conclude the contract, unless the consumer expressly agrees otherwise and in any event at no additional cost."

**Article L.217-19 of the French Consumer Code:** "I. The seller shall ensure that the consumer is informed and receives the updates necessary to maintain the conformity of the product:

1° During a period that may be legitimately expected by the consumer, given the type and purpose of the digital products and elements and considering the circumstances and the nature of the contract, in the case of a one-off supply of digital content or digital services;

2° For a period of two years from the time the products containing digital elements were delivered, where the sales contract provides for the continuous supply of the digital content or digital service over a certain period;

3° During the period in which the digital content or service is provided under the contract, where the contract provides for continuous provision for a period of more than two years.

II - Where the consumer does not install the updates referred to in I within a reasonable period of time, the seller shall not be liable for any lack of conformity resulting solely from failure to install the updates concerned, provided that:

1° The seller has informed the consumer of the availability of updates and the consequences of failure to install them by the consumer; and

2° Failure to install or incorrect installation of updates by the consumer is not due to shortcomings in the installation instructions provided to the consumer.

**Article L.217-20 of the French Consumer Code:** "In the case of updates that are not necessary to maintain the conformity of the product, the seller must comply with the following conditions:

1° The contract authorises the principle of such updates and provides a valid reason for them;

2° The seller shall inform the consumer in a clear and comprehensible manner, reasonably in advance and on a durable medium, of the planned update, specifying the date on which it will take place;

3° The update is carried out at no additional cost to the consumer;

4° The seller shall inform the consumer that they have the right to refuse the update or, where applicable, to uninstall it, if the update has a negative impact on their access to or use of the digital content or service.

In the latter case, the contract may be rescinded automatically and at no cost to the consumer, within a maximum period of thirty days, unless the update has only a minor impact on the consumer. However, the consumer may not rescind the contract if the seller has offered to keep the digital content or digital service unchanged, including by uninstalling the update, and if the digital content or digital service remains in conformity under the conditions set out in this section.



Where the consumer exercises their right to rescind the contract, the provisions of Articles L. 217-16 and L. 217-17 apply.

This Article shall not apply in the case of a bundled offer as per the terms of Article L. 224-42-2."

**Article 1641 of the French Civil Code:** "The seller is liable for any hidden defects in the item sold that render it unsuitable for its intended use, or that impair that use to such an extent that the buyer would not have purchased it, or would have paid a lower price for it, had they been aware of them.

**Article 1648, first paragraph of the French Civil Code:** "Any action arising from unacceptable defects must be taken by the purchaser within two years of discovery of the defect.

In the event of exercise of the legal guarantee involving the return of the Hardware, the latter must be returned under the conditions referred to in article 10.9 'Return of Equipment'. The return costs will be reimbursed to the Customer within a period of thirty (30) days from receipt by Nordnet of the defective Hardware, provided that the defect invoked is covered by the legal guarantee and that the application is confirmed by Nordnet. In the absence of the benefit of the guarantee, the return costs will remain at the Customer's expense.

#### 10.7. Recycling of Equipment, paper and packaging

Any Equipment (WEEE = Waste Electrical and Electronic Equipment) that is not returned to Nordnet, along with paper and packaging, must be included in the waste sorted for recycling and/or be handed over to an appropriate collection point for processing, reuse or recycling, where applicable in accordance with specific local regulations.

The Customer undertakes to read and follow the sorting instructions sent by Nordnet and/or the manufacturer of the Equipment, where applicable.

These instructions appear on the packaging and papers concerned, as well as on the Equipment, and may be supplemented in the documentation provided or on the Site.

#### 10.8. Damage, loss and theft

Nordnet recommends that the Customer take out all necessary insurance to cover damage suffered and caused by and to all the elements making up the Equipment, whether due to the Customer, a User or a third party or even bad weather.

In the event of the loss or theft of all or part of the Equipment, or in the event of damage caused by an external cause such as a third party, bad weather, etc., the Customer must inform Nordnet as soon as possible.

#### 10.9. Return of Equipment

The Equipment must be returned by the Customer to Nordnet in the event of retraction by the Customer, termination of the Contract by Nordnet, termination for non-payment of the Equipment and defects in all or part of the Equipment, falling within the scope of the legal guarantee (depending on the Customer's status) within the period defined by Nordnet or, failing this, within a maximum period of 30 calendar days. If all or part of the Equipment is not returned within the specified period, compensation may be invoiced at the rates shown on the Site under the heading 'Rates'.

Whenever the Customer must return the Equipment to Nordnet, in full or in part, it must be sent to Nordnet (contact details available in Article 24 "Contact Details and Notifications") or to the address specified by Nordnet, with all components and in good working order (subject to normal wear and tear or an inherent vice or defect in the Equipment), in the original packaging or appropriate packaging providing the necessary degree of security for the transport of the Equipment, by a means of shipment identical or similar to that by which the Equipment was delivered.

Any costs incurred by the Customer in dismantling and returning the Equipment, outside the scope of the legal warranty, are at the Customer's expense, unless otherwise indicated by Nordnet. For information purposes, the rates applicable by bpostt are available at the following address: <https://www.bpost.be/en/price-calculator>. These rates will be used as a basis for reimbursement on production of proof.

#### 11. NON-DELIVERY

If it is impossible to deliver all or part of the Offer on the delivery date, Nordnet may offer the Customer an alternative solution, pending resolution of the difficulty. If the Customer is a Consumer, in the event that the delivery date for all or part of the components of the Offer is exceeded, not due to a case of force majeure or to a third party, and through no fault of the Customer, the Customer may notify Nordnet of the suspension of payment of all or part of the price until

delivery and/or may terminate the Contract if, after having given Nordnet formal notice to complete delivery within a reasonable additional period, Nordnet has not delivered the product, or provided the service or proposed an alternative solution enabling the Customer to benefit from its Offer. The Contract shall be considered rescinded upon receipt by Nordnet of the Customer's request for termination, unless Nordnet has completed delivery in the meantime. The Customer, if they are a Consumer, may however immediately rescind the Contract if Nordnet refuses to deliver the Product, Service or Equipment or if it is clear that it will not deliver it.

If the Customer is a non-business user, and if Nordnet has undertaken to deliver within a specific period of time, which in principle is not the case, and in the event of non-delivery, not due to a case of force majeure caused by a third party or the Customer, the Customer may rescind the Contract by making its decision known in writing, subject to compliance with the Prerequisites.

The Contract is considered terminated upon receipt by Nordnet of the Customer's letter notifying it of their decision. If, however, Nordnet is able to carry out delivery between the Customer's letter being sent and its receipt, it will be up to the Customer to refuse delivery or, failing this, notify Nordnet as soon as possible of the cancellation of its decision to terminate the Contract. Nordnet will take this notification into account, unless the formal Contract termination procedures have already been initiated with its partners.

The Customer will be reimbursed, by any means of payment, by Nordnet for all sums paid, as soon as possible and at the latest within fourteen (14) days following the effective date of termination. The Customer nevertheless remains liable for payment of any usage of the Service components until the day the Contract is terminated.

#### 12. UPDATES

Updating refers to any modification aimed at maintaining, adapting or developing the features of a product, device or software, including security updates, whether or not these updates are necessary to maintain conformity of the product.

##### 12.1. Updating Equipment

The Equipment includes software elements that may be updated for correction operation or development of the Offer, for regulatory reasons or for security reasons. Updates are in principle automatic and can only be made if the Equipment is connected to the Internet for a sufficiently long period. However, the Customer must ensure that these updates have been carried out correctly by switching off their devices and Equipment regularly, and by reviewing the information, settings or update parameters section of their Equipment. Updates may also require action on the part of the Customer, who will be informed. Failure to run full updates may have an impact on the supply of the Offer.

When the updates carried out by the software publisher are linked in particular to the main browsers or OS on the market, Nordnet points out that they are carried out without any guarantee of compatibility or support with previous versions of these browsers or OS.

##### 12.2 Updating Customer Equipment and software

The Customer is obliged to update the devices on which the Service is installed, as well as their software (browser, OS, etc.), as this will enable them to use their Offer for correct operation of the Offer and for security reasons.

#### 13. INTERNET ACCESS SPEEDS

The maximum speeds achievable as part of the Internet Access Service are specified in the Pre-contractual Information Document, the Contractual Summary and in Appendix 1 hereto. They are understood to be those available on the NordnetBox, at least once a day, subject to normal and compliant use of the Internet connection, depending on the Customer's location within the Territory, and subject to the absence of impact from an external element on the Service provided by Nordnet, compliant installation of the Equipment, climatic factors and maintenance of the Prerequisites.

Any use of the Internet Access Service results in the use of bandwidth and may have an impact on the connection speed available as part of the Service, particularly as a result of:

- Use of equipment that is outdated and/or not really compatible, or whose characteristics or quality are inadequate.
- The Customer's wiring or electrical installation.
- The configuration of premises, connected devices, the software and applications installed, their type, their compatibility, whether with their devices or with each other, or the absence of regular updates of the latter, as well as the connectors used and the hardware configurations adopted.
- The applications or websites visited, and the bandwidth developed for them, or the number of Internet users consulting them simultaneously.
- The use of Wi-Fi, PLC adaptors, a patch bay or any other intermediary equipment for receiving the Internet connection.

- A period of heavy use of the network by all Users, or even congestion.
- Obstacles to the reception or transmission of the satellite signal.
- Specific use of the Internet involving high usage of traffic or bandwidth, connection sharing, or simultaneous use of your connected devices (computers, peripherals, tablets, mobiles, connected watches, smart devices, etc.); increased use of connection intermediaries; updates (software, operating systems, applications, including in the background); use of the Internet requiring rapid latency, such as the use of network games; viewing videos, particularly streaming/displaying TV feeds, downloading (up or down) content, data, etc.

If the Customer modifies the configuration of the NordnetBox included in the Equipment, the configuration adopted may have an impact on the correct operation of the Services.

To limit the impact on your Internet speed, we advise you to opt for Equipment and connectors that are compatible with the maximum available bandwidth, i.e. for Wi-Fi: Wi-Fi AC 80 MHz or AX 160 MHz, minimum Wi-Fi 5 card (Wi-Fi 6 mandatory to take full advantage of AX technology), RJ45 category 5E Ethernet cable (minimum), Ethernet card and PLC adaptor supporting one gigabit per second.

Priority is given to use of the Service via certain Internet protocols (http in particular). Consequently, use of the Service via Internet protocols that are not considered to be a priority (peer-to-peer protocols, for example) may slow down the connection speed that the Customer enjoys for this particular use, or even lead to suspension of the related Services in the event of excessive use of the traffic generated by these protocols, which monopolise the bandwidth shared between customers or users of the Service and may lead to malfunction of the Service or the network.

Restrictions on use and speeds :

The satellite Internet access service (satellite operator Eutelsat) is based on limited and remote resources. Conditions and possible restrictions may therefore be imposed as for all users of the satellite service.

Satellite Internet access speeds depend on the correct polarisation and pointing of the satellite equipment, as well as on the maintenance of prerequisites (e.g. changes in vegetation, construction, etc.).

Speeds may be reduced, in particular in order to ensure equitable use of the Internet between users of the Eutelsat K-VHTS satellite (2.7° East Jupiter 3) in KA band and in order to protect the operators' installations, in particular during periods of heavy use, or all or part of the Offer may be suspended in the event of :

- Constant use of access at full capacity,
- Excessive use of the bandwidth shared between users of the access provided via the Eutelsat K-VHTS satellite (2.7° East Jupiter 3) in KA band,
- Reports of abuse,
- Use that could lead to a malfunction of the Service or of the Satellite Operator's network, of Nordnet's and/or the Satellite Operator's infrastructures, or of a third party,
- Saturation of the satellite network.

The Customer is informed that the throughput of the Internet Access Service may be reduced, particularly during periods of heavy use of the network by all the users of the Satellite Operator's network. Due to the specific features and/or constraints associated with the technology and the Satellite Operator, the Customer is also informed that the volume of the stream dedicated to video usage, whatever the usage or platform used, depends on the maximum bit rate available under the Subscribed Service. In all cases, the stream dedicated to video is shared between the various simultaneous video uses on all of the Customer's connected devices. If traffic management measures are applied by Nordnet, the data collected on this occasion will be strictly necessary for the performance of the Contract, or for compliance by Nordnet with its applicable legal and/or regulatory obligations, or as defined by the Regulatory Authority.

## 14. CUSTOMER AREA

Nordnet grants the Customer a non-exclusive, personal and non-transferable right to use the "Nordnet and me" Customer Area, as per its intended purpose, accessible and available online in the Territory, for the term of the Contract and up to one year after its termination for Offers relating to electronic communications Services, in order to view their invoices. Customers access the Customer Area using their Identifiers. The Customer remains responsible for all use and actions carried out with these Identifiers.

In particular, the Customer Area allows you to subscribe, activate and/or configure all or part of the Service, view current usage, invoices and usage

breakdowns, view and edit your Personal Data, manage contact preferences and terminate your Offer using the "termination" function.

The Customer Area is provided as is, without any guarantee other than that of the uses referred to herein. It is subject to change, particularly in the event of changes in regulations, or by choice of Nordnet, and subject to proper use.

## 15. IDENTIFIERS

### 15.1. Use of Identifiers

The Identifiers are used in particular to access all or part of the Offer, to configure the Equipment and Services, to use the Customer Area and, more generally, to identify the Customer and confirm certain actions. If the Customer authorises a User to access the Offer or if they use a service provider or a third party, Nordnet recommends that the Identifiers be changed once this has been done.

Any use of the Customer's Identifiers is carried out under the Customer's sole responsibility. Nordnet recommends choosing a password with a minimum of nine (9) characters including numbers, letters (upper and lower case) and authorised special characters, and excluding any personal information of the Customer.

### 15.2. Loss, theft or misuse of Identifiers

In the event of loss, theft or misuse of Identifiers, the Customer shall inform Nordnet as soon as possible, and by the most appropriate means. Nordnet will not be liable until this notification has been received.

Nordnet may not be held liable for any loss, theft or misuse of the Customer's Identifiers and the consequences thereof until such notification has been received. Nordnet will send the Customer new Identifiers by any appropriate means as soon as possible.

Nordnet draws the Customer's attention to the fact that several techniques for stealing identifiers exist, especially the technique known as phishing. If it suspects usurpation of the Identifiers, Nordnet may modify the Identifiers and communicate new ones to the Customer by any appropriate means as soon as possible.

## 16. MAINTENANCE

The Offer, in full or in part, may be interrupted for maintenance reasons or in the event of a security threat or incident. The Customer will be informed wherever possible, subject to the urgent nature of the operation and its impact, by any means (on the Site, the Customer Area, Nordnet's social media accounts, the "Status of Services" Support section or personal information).

Interruptions for maintenance purposes will not give rise to any right to compensation and the Offer will be accessible as soon as maintenance operations are completed, which will be carried out as far as possible during hours of low Internet traffic.

In the event of a security incident generating an interruption to Internet access or fixed telephony, Nordnet may propose any measure to the Customer to maintain access, using appropriate means to limit or circumvent the effects of the security incident.

## 17. SUPPORT

The Customer is urged to submit their request for commercial and administrative assistance to Nordnet via Digital Support if they have not found an answer to their questions, via the Nordnet Site under the heading "Contact Us" and if he has not found an answer to his questions, to contact Nordnet via the Customer Area.

If the Customer feels that they have not received the information they were looking for via digital support, or if they have a complaint about the proper performance of the Contract, they may contact telephone support. (see article 24. "Contacts and notifications")

In the event that it is necessary, or that the Customer wishes, to call upon a third party technician to remedy the difficulties that he/she believes he/she is encountering, Nordnet will not bear the cost of this intervention unless it has given its prior written agreement, after confirmation of the difficulty, if any, and presentation of an estimate.

## 18. USE OF THE OFFER

If the Customer is not the User of the subscribed Offer, they remain responsible under the Contract and guarantee compliance with it by any User of the Offer, in particular by providing the latter, as well as Nordnet, with any necessary information (including the Contractual Terms and Conditions), advice or warnings that have been communicated to it, and they undertake to identify the User or to allow their identification where applicable.

### 18.1. Proper use

Nordnet's Offers meet the usual quality criteria in the field of electronic communications, given their nature (residential satellite offering) and the technology employed, subject to proper and reasonable use. Nordnet does not guarantee the suitability of its Offers for specific personal or professional needs, as these are standardised offers.

The Offer must be used in compliance with the Contract and the applicable regulations, in accordance with its intended purpose, whether it is used by the Customer or Users.

The Customer and/or the User is not authorised and is prohibited from carrying out any risky activity using the Equipment that may involve the storage, reception or transmission of data, or implementation of sensitive or high-value applications that require, for example, failure-proof operation such as surveillance or management equipment in high-risk environments, where performance must be faultless, nuclear facilities, air navigation and/or communication, air traffic control, medical devices and in particular resuscitation equipment, or even systems for controlling the safety of goods and persons, weapons systems, etc. As Nordnet cannot, nor is it obliged to, monitor the uses of the Customers or Users, it will not be required to carry out any verification in this respect. As such, it may not be criticised as regards the unsuitability of the Offer or the purchase of Equipment for the uses stipulated above (other than compatibility with the relevant Offers proposed by Nordnet).

When using the Offer, the Customer is solely responsible for the data viewed, queried, stored, transferred or downloaded and is responsible for ensuring the security and any moderation of the Services when they are used on an Internet-type network.

The Customer and/or User undertakes not to:

- Store, publish, communicate or distribute online, by any means whatsoever, any illegal content of any kind, particularly related to the protection of minors (pornography, paedophilia, etc.), the defence of crimes against humanity, incitement to racial hatred and violence, offences against human dignity, suicide, terrorism, bank fraud, membership of a sect, infringement of image rights, privacy, defamation, or infringement of intellectual property rights.
- Carry out or participate in any way whatsoever in any form of computer abuse or any operation likely to disrupt the infrastructures or network of Nordnet, its technical operators or any third parties, or to cause interference with their networks, signals, hardware or equipment, or else risk being held liable.

Any bulk mail operation (sending a large number of e-mails, with a view to informing or promoting a person, a commercial offer, a product or a service) is subject to the express prior authorisation of Nordnet.

Failing this, all or part of the Offer, including in particular the sending of e-mails, may be blocked, as per Article 19 "Blocking".

If the Offer includes the provision of software, the Customer is not authorised to reproduce or make a copy of it, or to carry out any decompilation operation or correct any errors, unless an exception is provided for in the French Intellectual Property Code.

The Customer acknowledges that they are aware of the nature of the Internet network and in particular, of the instability of its technical performance and the possibility of interruptions, slowness and inaccessibility for which Nordnet is not responsible, and of the need to ensure the security of the Services and of their information and data as soon as they are used with this network.

### 18.2. Respect for protected works

Nordnet hereby reminds you that, as part of an electronic communications Service Order, the Service offered – i.e. Internet access – must not be used for acts of infringement of third party intellectual property rights, including counterfeiting.

Piracy damages artistic creation and the economy of the cultural sector. Legal offers are available on the Internet to download cultural content in compliance with copyright and related rights.

### 18.3. Use of the Internet access Service

The Customer is hereby informed that by subscribing to an Offer including an Internet Access Service, they undertake not to use it for purposes such as providing an Internet server, sharing connections outside the home or using fixed IP addresses. The Offer is restricted to residential or limited professional use, in the private circle of a limited family or limited professional circle, and may not under any circumstances be used in places open to the public, commercial or leisure areas (hotels, bed and breakfasts, bars, restaurants, leisure or holiday centres, etc.) and/or made available to the public or, as the case may be, to

people who do not regularly visit the business premises, whether or not they are intended for use by members of the public. This excludes in particular the use of the Offer from self-service terminals, "Cyber" cafés or areas, and temporary or permanent demonstration rooms.

The Offer is not suitable for specific uses of the Internet requiring, in particular, greater bandwidth than the limits specified in the Offer's characteristics, sustained downloading (Peer2Peer) or any use that does not support the transit time associated with the constraints of radio transmission (sites requiring heavy use of the network such as those offering e-commerce transactions, downloading services, video surveillance or remote surveillance).

High-risk activities (involving the storage, reception or transmission of data, as well as the implementation of sensitive or high-value applications requiring, for example, fault-free operation, maintenance or fluctuating connection speeds, such as surveillance or management equipment in high-risk environments whose performance must be faultless, nuclear facilities, aerial navigation and/or communication, air traffic control, medical devices or systems for controlling the security of goods and persons, weapons systems, etc.) may not be carried out through the Offer.

As Nordnet is not obliged to monitor the uses of the Customers or Users of the Offer, it will not be required to carry out any verification in this respect. As such, it may not be criticised as regards the unsuitability of the Offer for the uses made of it. In the event of prejudice suffered in relation to an activity which is subject to a restriction of use, Nordnet cannot be held liable and the Customer will take responsibility.

### 18.4. Use of the Offer by a minor

The Customer is solely responsible for the Use of all or part of the Offer by a User that is a minor. Certain content that may be accessed on the Internet is likely to offend minors.

Depending on the characteristics of the subscribed Offer, the latter may contain parental controls compatible with all or some operating systems, which may be used to restrict access to the Internet or to certain content. Parental controls can be set by the Customer.

The Customer is informed that any access to video content, including content accessible from online platforms, by a minor is carried out under their supervision. Certain programmes are forbidden to minors, in particular films that are forbidden persons under the age of 18, and pornographic or very violent programmes. Watching these programmes can have long-term effects on minors. Anyone who allows a minor to access this type of programme may be liable to criminal charges. Furthermore, watching video content, even when it is presented as being specifically designed for children under the age of 3, can lead to developmental issues such as passivity, delayed language acquisition, agitation, sleep disorders, concentration problems and screen addiction.

### 18.5. Respect for Nordnet's rights

Nordnet is the owner of all rights to the databases, the information contained therein, the extracts and compilations of these databases, the applications, software and all elements of the Offer protected by an intellectual property right or business secrecy, having ownership or use thereof, in the Territory and in France, and that these databases may contain information transmitted by the Customer to Nordnet under the terms of the Contract and any information that Nordnet may have obtained in compliance with the laws applicable to personal data, including the GDPR. The Customer undertakes not to compromise these elements in any way whatsoever, as they may be subject to intellectual property rights. Any use, representation or reproduction, directly or indirectly, other than the normal use of the Offer, may constitute an infringement liable to criminal prosecution.

The techniques, computer codes, programming tools and software included in the Offer, documentation relating to the elements of the Offer, invoicing items, goodwill gestures and communications sent to the Customer are confidential and strictly personal, for the sole purpose of performing the Contract and may not be re-used for any other purpose.

The Customer undertakes, for the full term of the Contract and for five (5) years following its termination, to maintain the confidentiality of all such items and information and not to disclose or communicate them to third parties by any means whatsoever, unless it can prove that the information is in the public domain through no fault or negligence of their own. The Customer is not authorised to do anything that might directly or indirectly infringe this confidentiality or to use it for any purpose other than the proper performance of the Contract. At the end of the Contract, the Customer must delete and/or destroy the Service and any associated documentation, regardless of the medium.

## 18.6. Reporting

Nordnet provides Internet users with a system for reporting illegal content. It is a criminal offence for any person to present content or an activity as unlawful to an Internet access provider or a hosting provider, with the sole aim of obtaining its removal or stopping its distribution, even though they know that the content or activity is not unlawful.

Should it uncover content likely to be illicit or contrary to Nordnet's brand image (pomography, etc.), Nordnet may request that it be modified or deleted. Depending on the circumstances, the Contract may be terminated automatically or blocked without compensation.

## 19. BLOCKING

When all or part of the Offer is not used in a compliant manner or in the event of notification from third parties relating to non-compliant use, Nordnet may block all or part of the Offer until the Customer has remedied the circumstances that led to the blocking or until the event causing the blocking has ended.

For security reasons, in the event of a threat, suspicion or security incident, fraud or event liable to affect the continuity of the platforms and networks of the Operators, or of Nordnet, of an attack/violation/fraudulent access and/or maintenance suffered by Nordnet impacting its infrastructures, software, databases or all or part of its automated data processing system, Nordnet may block all or part of the Offer and will inform the Customer of this by any appropriate means.

When blocking is the result of a breach by the Customer, if the situation persists beyond the measures taken or if the Customer does not make the necessary changes to re-establish normal conditions of use, Nordnet may terminate all or part of the Offer with immediate effect under the terms and conditions set out in Article 22 "Termination".

The Customer remains obliged to fulfil their contractual obligations. Only Nordnet's obligations will be suspended until the end of the blocking period. If, however, the blocking of all or part of the Offer is caused solely by a third party, Nordnet will compensate the Customer for the suspension of the corresponding part of the Offer up to the amount of the impacted portion of the Service, according to the value of the impacted Service, as defined by Nordnet, and/or on a *pro rata* basis for the duration of the blocking period, within the limits of compensation referred to below, i.e. without being less than the sum of ten euros (€10) incl. VAT and no more than the total amount paid for the subscribed Offer for the month during which the suspension occurred. This compensation may, at Nordnet's discretion and depending on its amount, origin, etc., be credited to Customer Credits, subject to a provision of public order to the contrary.

If the Customer, the User or a third party endangers Nordnet's infrastructures, whether through use of the Offer, an Option or otherwise, or those of its partner operators or other users, as well as in the event of the supply of all or part of the Offer being compromised under usual and normal conditions (e.g. computer attacks or malicious acts), Nordnet reserves the right to suspend the Offer without delay, for the time necessary to re-establish sufficient or normal security conditions, with the participation of the Customer if necessary. Nordnet will then issue a credit note corresponding to the part of the fee equivalent to the period of suspension, unless the Customer is wholly or partly responsible for the facts giving rise to this suspension, including through negligence or omission. Nordnet will make its best efforts to inform the Customer of this suspension as soon as possible. Nordnet may also block or even terminate all or part of the Offer subsequent to the decision or request of a competent authority or court.

## 20. PERSONAL DATA

Nordnet, represented by its Chief Executive Officer, takes the appropriate measures to ensure the protection and confidentiality of the personal information it collects and processes in compliance with the applicable regulations relating to the protection of Personal Data, in particular the GDPR. For any further information or clarification of this Article, Nordnet invites the Customer to read Nordnet's Personal Data Processing Policy, which may be accessed on the Nordnet Site, under the heading "Personal Data".

### 20.1. Categories of data subjects and personal data processed

As the case may be, Nordnet processes the personal data of the Customer, a natural person, in particular (i) a Consumer (ii) a business owner (iii) a representative, authorised person or employee of a Small Business, Micro-enterprise or association, collected directly from the Customer or resulting from the use of the Offers. Nordnet is also likely to be the recipient of personal data that has been collected from the Customer by a third party. Nordnet only processes personal data that is strictly necessary for the purposes pursued. Nordnet handles the following categories of personal data:

- Proof of identification and identification data: surname, first name, ID document if necessary, identifier, company name, BCE number, EU VAT number, etc.

- Personal details (depending on the subscribed Offer): date of birth, nationality, etc.
- Contact details: postal address, proof of address if necessary, e-mail address, telephone number, etc.
- Personal status: title, marital/parental status/linked to the protection of a protected adult (sometimes communicated by customers), etc.
- Economic and financial data: banking data (as appropriate: IBAN, BIC, bank card number, etc.), means of payment, usage breakdown and payment history, etc.
- Connection, service usage and interaction data: IP address, connection and usage logs, support reports, etc.
- Identification of the contracts taken out in relation to the Offer, Services, and/or identification/address of the Equipment owned or used, etc.
- Data relating to exchanges with Nordnet services
- Profiles and scores used for customer segmentation or to display preferences regarding the Services used, etc.
- Location data: GPS coordinates, etc.

When Nordnet collects personal data directly from the Customer by declaration or form, mandatory data is specified. If the mandatory information is not provided, Nordnet may not be able to process the Customer's request.

Special features related to connection data

Connection data refers to information made available by electronic communication processes, likely to be recorded by Nordnet and/or its technical partners during your communications, i.e.:

- Information enabling the User to be identified
- Data relating to the communication terminal equipment used
- The date and time of each communication
- Data enabling the recipient(s) of the communication to be identified

In its capacity as an electronic communications operator, for activities generating connection data, and in order to comply with its legal and regulatory obligations, Nordnet and/or any of its subcontractors or partners collect and store connection data for a period of twelve (12) months plus the current month with a view to communicating them to the competent authorities on request within the applicable legal framework.

### 20.2. Purpose of processing personal data

Nordnet only processes personal data for specific, explicit and legitimate purposes, as part of performance of the Offer and complying with its legal obligations.

To this end, the purposes pursued by Nordnet are as follows:

- Manage the identity of the Customer or User and authenticate them
- Manage the pre-contractual and Order phases
- Manage the order and its consequences
- Manage Equipment
- Manage the Offer(s)
- Manage Customer Credits
- Ensure proper performance of the Offer
- Generate historical usage data
- Invoice and collect payments
- Provide administrative, technical and commercial customer service and after-sales service, managing incoming and outgoing communications (letters, e-mails, calls, etc.)
- Manage personal data, rights and obligations arising from the Contract, portability, etc.
- Process the end of all or part of the Contract and its consequences, whether in the form of cancellation, termination, etc.
- Handle any incidents, maintenance and complaints
- Recover unpaid bills out of court
- Manage complaints and disputes
- Manage requests to exercise rights
- Store personal data for the Customer or a User

Nordnet also processes personal data for purposes other than the strict performance of the Contract. In this case, Nordnet ensures that it has a legitimate interest in carrying out the processing linked to the development and/or improvement of its Offers, awareness of its customers or the implementation of security measures.

In this context, the purposes pursued by Nordnet are as follows:

- Organise (direct) marketing operations
- Organise events
- Organise competitions and sponsorship

- Make personalised recommendations on Nordnet offers
- Analyse the uses of the Offers to make any relevant proposals to the Customer
- Survey Customers or Users
- Improve offers and customer relations
- Ensure the security and consistency of its platforms and services, its websites and the security of its communications
- Market and deploy Offers, or upgrade, streamline or discontinue them
- Supervise the billing system
- Prevent fraud and ensure compliance
- Manage non-digital advertising activities (fixed telephone, email)

Furthermore, where necessary, the Customer's consent will be obtained for processing, and the Customer may withdraw consent at any time without calling into question any processing carried out previously.

To this end, the purposes pursued by Nordnet are as follows:

- Organise (direct) marketing operations
- Organise events
- Organise competitions and sponsorship
- Survey Customers, prospective customers or Users
- Market and deploy Offers, or upgrade, streamline or discontinue them
- Communicate with Orange Belgium on customer interest in the Offers and their level of satisfaction, monitoring the Contracts concluded and their termination
- Manage digital advertising activities (e-mail, text message)

Nordnet also processes your personal data for statistical purposes.

Finally, Nordnet processes your data to meet its legal or regulatory obligations.

To this end, the purposes pursued by Nordnet are as follows:

- Respond to official requests and court orders
- Respond to the authorities' right to communicate, including in emergencies, warning messages or information of general interest
- Collect and store connection data
- Respond to requests from authorised authorities or law enforcement agencies to block, alert or delete data
- Collect and store identification data, in particular for the purposes of combating terrorism
- Block all or part of the Offers at the request of an administrative authority, a court or an arbitration body
- Meet compliance requirements
- Check objections to cold calling

### 20.3. Third-party personal data

In the event that the Customer transmits to Nordnet the personal data of a third party, such as, for example, those of a User, they guarantee to have obtained their express and prior consent to the collection, transmission and processing by Nordnet of said personal data. Beforehand, the Customer undertakes to inform the User of the Contractual Terms and Conditions applicable to the subscribed Offer and in particular of the elements set out in this Article, including the rights that the Customer has over its personal data, as well as the procedures for exercising them.

### 20.4. Recipients of personal data and location of Processing

Where applicable, Nordnet may transmit all or part of the personal data concerning the Customer or the User, as well as any person whose personal data is processed by Nordnet, depending on the purposes concerned, to:

- Any authority and/or person to whom this information should legitimately be disclosed, including its accountants or legal advisors subject to an obligation of confidentiality and statutory auditors, the emergency services in connection with the processing of calls to emergency numbers, or
- Any Nordnet department with a legitimate need to know, or
- Any service provider or subcontractor of Nordnet or, which would need this information to commercially present the Offer, collect/enter the Order, perform or supply all or part of the Offer, carry out the delivery and/or installation of the Equipment, and/or the operations for which it would be mandated by Nordnet to undertake maintenance, support, customer service, collection, prospection, audit, etc., including partially outside the European Union with regard to the commercial proposal of the Offer, Order entry, support and customer service.
- Nordnet's service providers and suppliers, insofar as they need to be aware of it for the proper performance of the Contract or for purposes falling within Nordnet's legitimate interests.

Nordnet takes all reasonable precautions to protect personal data and ensures the existence of adequate or appropriate guarantees or adapted to personal data processed during access, communications or transfers, in particular by concluding the standard contractual clauses of the European Commission (in the event of transfer outside the European Union).

### 20.5. Personal Data retention period

Personal data is kept for as long as is necessary to fulfil the above-mentioned purposes. With regard to Processing relating in particular to the performance of the Contract, the data may be kept for a maximum of three years from the end of the relationship, which does not prevent Nordnet from keeping certain data in order to meet its obligations, especially financial, accounting or legal obligations. At the end of this period, all or part of the personal data may be archived by Nordnet for the time corresponding to the legal prescriptions or legal retention obligations applicable to it.

### 20.6. Security of personal data processing

Nordnet ensures that personal data is processed in compliance with applicable regulatory and legal requirements, including when certain operations are carried out by subcontractors. To this end, appropriate technical and organisational measures to prevent the loss, misuse, alteration and capture of personal data are put in place by Nordnet and its possible subcontractors, such as data encryption, etc. These measures are adapted according to the level of sensitivity of the Data processed and the level of risk presented by the processing involved and its implementation.

### 20.7. Exercising personal data rights

In accordance with the applicable regulations, the Customer, like any person whose personal data is processed by Nordnet, benefits from the right to access, rectify, delete, limit processing, portability, oppose the processing of their personal data and transfers outside the EU, as well as transmission to third parties unless it is necessary for the performance of the Offer concerned.

The Customer, as well as any person whose Data is processed by Nordnet, may rectify, complete and update personal data which is inaccurate, incomplete or out of date and express general or specific directives relating to the retention, deletion and communication of their personal data upon their death.

The Customer, as well as any person whose Data is processed by Nordnet, may exercise all of these rights by sending a request to:

- By post: Nordnet, Customer Relations, 20 rue Denis Papin, CS 20458, 59664 VILLENEUVE D'ASCQ CEDEX, France, or
- By e-mail to: [coordonnees@nordnet.com](mailto:coordonnees@nordnet.com) (only requests concerning personal data sent to this address will be processed).

The request must be accompanied by any relevant supporting documents and must specify the identity of the person making the request, their contact details (e-mail address, telephone number, postal address, etc.), the Customer number, the purpose of the request, and proof of identity if the request is for access, portability, deletion or communication of instructions concerning the person's Personal Data after their death.

In the event of an incomplete request, Nordnet may ask the Customer to provide any additional information, and/or proof of identity and/or standing and, in the cases provided for or authorised by the applicable regulations, possibly to explain the legitimate reasons relating to the request.

Within the framework of exercising the right to access, by which a person requests the transmission of an additional copy of the personal data processed by Nordnet, it will be able to make delivery of this copy dependent upon payment of a sum, which would correspond to the administrative costs related to the additional copy requested.

If the processing of the request is unsatisfactory, the person has the right to lodge a complaint with the national supervisory authority with jurisdiction over the Customer, i.e. the national data protection authority (whose website can be accessed at the following address: <https://www.autoriteprotectiondonnees.be/citoyen>).

Any Customer who is a Consumer may register free of charge on a blacklist called "Do Not Call Me" in order to stop being contacted by telephone. Customers who are Consumers can register on the <https://www.dncm.be/fr/acceuil> website or call +32 2 882 19 75 from the telephone number they wish to be included on the list.

### 20.8. Cookies

One or more cookies (small text files) may be automatically installed on the Customer's or User's device when they visit the Nordnet Site and the Customer Area. These cookies enable Nordnet in particular to ensure correct operation of the global browsing and ordering chains. Other cookies may be used to customise access to the Nordnet Site. Depending on their purpose, consent will be required

prior to their installation. The Customer or User may refuse installation of these cookies at any time. Consent provided via Nordnet's partner (who manages the consent gathered prior to the deposit of cookies) is kept for six (6) months. Consent must be expressly renewed. For further information, please read Nordnet's "cookies" policy, which may be accessed on the Nordnet Site.

Furthermore, Nordnet, acting as a subcontractor of Personal Data in this context, may, where applicable, transfer, in accordance with the conditions and to the persons defined by the body appointed to manage the subsidy and/or benefit/advantage scheme and/or the verification of your eligibility for the scheme, Personal Data concerning the Customer (such as identification data, data relating to their family and, where applicable, financial situation, as well as the characteristics of the subscribed Offer, enabling you to benefit from the scheme). This processing is part of the public interest mission entrusted to them. This data may be kept for ten (10) years from the end of the period during which the labelled Offer was taken out.

In accordance with the applicable legal and regulatory provisions, you have the right to access, rectify, delete and object, on legitimate grounds, to the processing of your personal data. To exercise your rights with the subsidy bodies concerned, you can consult their personal data protection policy.

## 21. AMENDING THE CONTRACT

### 21.1. Amendments made by Nordnet

Nordnet may change all or part of its Contractual Terms and Conditions or Offers, including the Equipment or Services by offering equivalent or superior characteristics, without altering the quality, or the Customer Area or deleting them. The Customer will be informed about such changes at least three (3) months before they come into force, unless the changes referred to above are exclusively for the benefit of the Customer, are of a purely administrative nature and have no serious impact on the Customer, or result directly from the applicable legislation.

The Customer may terminate the Contract taken out under the terms and conditions defined herein within one month of the issued notification, if they do not agree with the changes.

If the Customer is a Consumer and does not agree with the changes, they have a period of four (4) months following the issued notification to terminate their Contract free of charge.

When they come into force, the changes will be deemed to have been accepted unless the Customer, in the case described above, terminates the Contract within the period specified.

In the event of termination, the Customer will no longer be able to benefit from the Offer concerned on the effective date of termination, and will be reimbursed for any sums paid in advance covering the period subsequent to the effective date of termination.

### 21.2. Distribution of the Contract

The Contract is personal and binding on the Customer, who may not assign, transfer, delegate or license it for any reason whatsoever, in full or in part, whether in return for payment or free of charge, without the prior written consent of Nordnet. In particular, distribution of the Contract will be subject to the compatibility and availability of the Offer, and to the transmission of the necessary elements and supporting documents by the assignor and/or assignee, including a valid means of payment. Failing this, Nordnet reserves the right to block or terminate the Contract.

Nordnet may assign, transfer or delegate all or part of the Contract provided it informs the Customer by post or on another durable medium three (3) months in advance. Nordnet is free to call upon one or more third parties to fulfil all or part of its obligations under this Contract.

In the event of the death of the Customer, Nordnet will examine the request (cancellation, transfer, etc.) relating to the Offer of the rightful claimants, accompanied by any relevant supporting documents and/or in the event of transfer of the necessary information and valid means of payment, provided that the Offer is compatible and available.

## 22. TERMINATION

Termination is taken to mean ending the Contract and does not give rise to any compensation between the Customer and Nordnet, apart from the return of the Equipment and payment of the sums due under the Contract or early termination.

### 22.1. No-fault Termination

The Customer may terminate the Contract, including each of its Options, at any time, by sending a dated and signed written request, quoting their Customer number and the Offer concerned (see Article 24 "Contact Details and

Notifications"). They may also use the form provided by Nordnet for this purpose, which can be downloaded from its Site or requested from Nordnet, or terminate using the "termination" function in the Customer Area.

Termination of the Contract may give rise to termination fees as set out in the contractual summary. If the Customer is bound by a minimum commitment period, the Customer is obliged to pay in one instalment the sums remaining due until the end of the commitment period.

Their request for cancellation will be taken into account within ten (10) days of the date of receipt by Nordnet, unless the Customer specifies a longer cancellation period, which may not however exceed two (2) months unless otherwise agreed by Nordnet.

### 22.2. Customer Termination for legitimate reasons

If the Customer is a Consumer or a non-business user, and if exceptional circumstances mean that early termination of the Contract is necessary, they may terminate their Contract for a legitimate reason upon submission of a request to Nordnet by a person with the right to act, by letter, accompanied by the required supporting documents, specifying the Customer number, the Contract number and the Offer. Nordnet will then terminate the Contract free of charge. These exceptional circumstances are listed and are set out below. However, these circumstances may change, in particular in accordance with the applicable regulations and in the event of changes in the cases defined by the competent authorities..

Termination will take effect within ten (10) days of receipt by Nordnet of the complete request, with relevant supporting documents. Nordnet may request any supporting documents, not provided by the Customer, which it deems relevant in order to process the request.

- **Moving house** – In the event of the Customer or the main User of the Offer moving out of the Country, or within the Country to a place where the subscribed Offer is inaccessible, the Customer must inform Nordnet of this within thirty (30) days and provide Nordnet with a valid supporting document. Termination of your Contract will be authorised as soon as a relevant document is produced in the name of the Customer or the main User of the Offer (electricity, water or gas bills) proving that you have moved house, that you have a new address and that you are the main User of the Offer.
- **Death** – In the event of the death of the Contract holder or of the Principal User of the Contract who is the Customer's spouse, direct ascendant or descendant, the Customer's heirs or beneficiaries may request early termination of the Contract, by proving their interest in doing so and by presenting a death certificate and any evidence of the status of the Principal User.
- **Loss of employment (redundancy) / Over-indebtedness** – In the event that the Customer loses a permanent job, or is burdened by crippling debt (subsequent, if applicable, to a decision by the competent authorities to this effect), they may request early termination of the Contract, by presenting documentary evidence, subject to the discretion of Nordnet.
- **Court-ordered or compulsory liquidation** – In the event of the Customer being placed under compulsory liquidation, the Contract may be terminated, on the Customer's behalf, by the court-ordered liquidator appointed by the competent court, on presentation of all the necessary supporting documents (court decision ordering the liquidation, notice of publication in the Journal Officiel).
- **Force majeure** in the sense usually recognised by French case law (any dated proof of the circumstances invoked and their effects).
- **Imprisonment** – In the event that the Customer or the Principal User of the Offer is imprisoned in a penal establishment for a minimum period of three (3) months, making it impossible to use the Offer, the Customer may request early termination of the Offer, by presenting proof of imprisonment (specifying its term) and of the status of Principal User.
- **Serious illness, long-term hospitalisation (of at least three months) or disability** – In the event of serious illness, long-term hospitalisation or disability of the Customer or the Principal User of the Offer, making it impossible to use the Offer, the Customer may request early termination of the Offer by presenting a medical certificate confirming the inability to use the Offer and its permanent or long-term nature (more than three months), and proof of the status of the Principal User.
- **Significant difference in performance (except Internet access)** – Where applicable, the Customer, if they are a Consumer or a non-business user, may terminate the Contract, free of charge, in the event of a significant, permanent or frequent difference between the actual performance of an electronic communications service, other than an Internet access service, and the performance stated in the Contract.



### 22.3. Termination for breach

In the event of non-performance or poor performance of their obligations, the party wishing to terminate the Contract on the grounds of a breach on the part of the other party must:

- Give the defaulting party formal notice to comply with its commitments, by letter (see Article 24 "Contact Details and Notifications").
- Send a second letter notifying termination on expiry of a period of thirty (30) days from the date of issue of the previous letter, if the other party has not complied with its obligations within this period. The Contract will be terminated automatically on receipt of this letter if the Customer clearly expresses the wish to terminate it. Termination takes effect on the date of receipt or first presentation of the letter.

In the event that the nature of the commitments that have not been fulfilled makes it impossible to remedy the breach (for example: termination of a licence at the request of the software publisher, due to a breach of the contractual obligations arising from the licence), and provided that this is justified, the other party may terminate the Contract by letter, as of right, immediately after the non-fulfilment of the commitment has been noted, stating its intention to invoke the benefit of this clause.

In the event of non-compliance with the Contract or failure to supply one of the elements of the Offer in the case of a bundled offer, if the Customer is a Consumer, they have the right to terminate the Contract in respect of all the elements of the bundled offer, which is defined as services and terminal equipment comprising at least one Internet access service or interpersonal communication service based on publicly-available numbering.

### 22.4. Termination for optic Fibre or HFC eligibility

If the address of the Customer's home/premises becomes eligible for optical fibre while he/she is still within the first 6 months of the initial commitment period under the 'Orange Satellite with Nordnet' Offer and he/she wishes to terminate his/her Offer in favour of an optical Fibre or HFC (Hybrid Fibre Coaxial) Internet access offer, the charges linked to the early termination of his/her commitment will not be applied (subject to presentation of proof).

## 23. CONSEQUENCES OF TERMINATING THE CONTRACT

### 23.1. Payment

The sums due (fees, any unpaid amounts, usage, non-return of Equipment, etc.) must be paid by the Customer on the invoice dates specific to each sum.

Except in the case of termination for a legitimate reason, if the Customer is not bound by a commitment period under the terms of the Contract, the month started on the effective date of termination is due in full. However, if the Customer is a Consumer or non-business user, in the event of termination during the month, Nordnet will reimburse on a *pro rata* basis any sums paid in advance for the period remaining after the effective termination of the Offer, after final collection of the sums owed by the Customer in respect of the Offer (fees, any outstanding payments, usage, etc.).

Except in the case of termination for a legitimate reason, if the Customer is bound to Nordnet by a commitment period under their Contract (of six months maximum), the payment of the sums (remaining) due until the end of this period – including the monthly instalments – must be paid in full on the day of the effective termination of the Offer. This payment, if any, is due on account of the initial commitment entered into when the Contract is concluded and on account of its early termination during the first 6 completed months of this commitment (except for legitimate reasons, withdrawal by the Customer or eligibility for optical fibre under the conditions defined herein). Cancellation charges may also apply, depending on the Offer and as specified in the "Rates" section of the Site and in the contractual summary of the Offer.

If Nordnet were to make a refund, this can only be issued after final collection of all the sums due, including by way of compensation.

### 23.2. Offer

On the day the Contract is discontinued as a result of termination or otherwise, the Offer will be deactivated and the Customer will no longer benefit from the Offer and any associated Options, and will no longer have access to any data that may be stored by Nordnet in this respect (except for e-mails under the conditions dedicated to the Offer concerned). It is the Customer's responsibility to ensure that any data stored by Nordnet is backed up.

Under no circumstances may Nordnet be held liable for the consequences of deactivating the Service or Equipment. It is the Customer's responsibility to implement any computer security resources with equivalent features that they may have had as part of the Offer.

### 23.3. Return of Equipment

All Equipment replaced by Nordnet must be returned to Nordnet as per the conditions set out in Article 10.9 "Return of Equipment", within thirty (30) days of the effective termination or cessation of the Contract, accompanied by all accessories (cables, power supply unit, etc.).

If the Equipment is not returned within the time limit, the Customer will be required to pay compensation, invoiced by Nordnet as per the rates defined on the Nordnet website at <https://www.nordnet.com/corporate/tarifs> under the heading "Equipment".

### 23.4. Software licence

Termination of the subscribed Offer entails, as of right, without the need for any notification, the termination of all licences that may have been granted as part of the Offer.

Termination of a software licence by the distributor or manufacturer of the Equipment or by Nordnet, due to the Customer's failure to comply with the contractual obligations, may result in the automatic termination of the related Offer, without notice or compensation.

## 24. CONTACT DETAILS AND NOTIFICATIONS

### 24.1. Nordnet telephone contact details

For any question relating to the performance of his Contract, or to the procedure for handling complaints in accordance with article 27.1 'Handling complaints' below, the Customer may contact Nordnet by telephone, in French or English at the Customer's choice, on +33 969 360 360 (price of a VoIP call to France, according to the rates defined by the telephone operator whose services are used to make the call) during the usual Nordnet opening hours specified in the contractual summary.

### 24.2. Notifications and written contacts to Nordnet

All notices or communications provided for in the Contract shall be deemed to have been delivered validly if they are sent in the following manner:

The Customer may contact Nordnet:

- Via the "Contact us" section of the Nordnet website
- Via your Customer Area (in the first instance)
- If necessary and in particular if required by these contractual terms and conditions, by post addressed to Nordnet – 245 Boulevard de Tournai – CS 20458 – 59664 Villeneuve d'Ascq Cedex, France.

In order to process the notification, it must include:

- Information: Customer number, full contact details, Offer, connection speeds, Data, Equipment, Product(s), Option(s) and/or Offer(s) concerned, as well as the precise purpose of the request
- Supporting documents for your request

Nordnet may request communication of any additional document that may appear necessary with regard to the formulation of the Customer's request, including in original or certified form, and if necessary a legible copy of the elements relating to their identification (BCE certificate, ID card, mandate, power of attorney, etc.). We recommend that you keep proof of when and how the notification was sent.

### 24.3. Notifications and contact to Customer

Nordnet may contact the Customer using the contact details provided when the Offer was Ordered and which are registered on the Customer Area, i.e.:

- Their e-mail address provided at the time of the Order (primary form of contact)
- Their landline or mobile phone number, including text message
- Their postal address

Any Email shall be deemed to have been received fifteen (15) days after it has been sent by Nordnet. If the Customer is unable to consult their email inbox during this period, it is the Customer's responsibility to notify Nordnet in writing.

## 25. LIABILITY

### 25.1. Liability of Nordnet

Other than compliance with the characteristics set out in the Contract, the Offer does not include any guarantee of a minimum level of quality of service, except in the case of mandatory legal or regulatory obligations to the contrary.

Nordnet is not obliged to monitor or investigate any illicit use of its offers.

Nordnet is liable for any direct damage in the event of bodily injury or material damage caused to the Customer resulting from a fault committed by Nordnet.

However, Nordnet cannot under any circumstances be held liable, irrespective of the type of liability action brought, unless there is an imperative legal rule to the contrary, for the following categories of damage, even if Nordnet has been informed of their potential occurrence:

- Consequential damage and/or damage sometimes described as indirect, incidental or special, including damage resulting from loss of profits, loss of earnings, loss of data or loss of use suffered by the Customer or a third party.
- Damage to any device connected to the Internet, as well as any file, data or software present on or linked to it, insofar as the damage is not linked to a fault on the part of Nordnet.

When the Customer, a User or a third party has contributed to the damage, Nordnet's liability will be limited to the extent of the fault attributable to it, and for the part contributing to the performance of loss. By way of example, the following may be considered as a breach by the Customer or, where applicable, Users or third parties:

- Any failure to pay the sums due under the Contract.
- Disruptions, lack of protection or malfunctions in your internal network or in your connected device or installed software.
- Poor installation or failure to install the components of the Offer, activation or configuration of all or part of the Offer for which it is responsible.
- Failure to comply with the Prerequisites, the minimum configuration and incompatibilities between all or part of the Offer and any type of component present on your device(s).
- Failure to protect your technical or electrical installation, equipment, applications or software.
- Non-compliant use of all or part of the Offer.
- In the event of failure to provide, or incorrect provision of, the information and documents required for the purposes of the Contract.
- In the event of deactivation of the Service or Equipment.

In any event, and with the exception of bodily injury caused to persons, Nordnet's financial liability will be capped at the total amount of the price paid for the subscribed Offer for the month during which the damage occurred.

However, if only part of the Services in the Offer was affected, and/or if the malfunction only concerned part of the month during which the malfunction occurred, the compensation allocated by Nordnet will be calculated on the basis of the value of the Service affected, as defined by Nordnet, and/or where applicable on a *pro rata* basis for the duration of the malfunction, within the limit of the aforementioned compensation cap, without it being able to be less than the sum of ten euros (€10) incl. VAT. This clause will be applied subject to a provision of public order. In this case, liability will be limited to the extent permitted by the aforementioned applicable law.

Nordnet cannot be held liable for the harmful consequences resulting from the execution of any court decision or any decision of a guardianship or authorised authority or of an administration, which has become final or enforceable by virtue of which Nordnet would be required to take action having consequences on performance of all or part of the Contract.

The Equipment sold under the subscribed Offer is considered to be electrical and electronic equipment that may have potential effects on the environment and human health.

## 25.2. Customer liability

The Customer is liable for the proper performance of their obligations. They alone are liable for the correct use of the Offer and for any direct prejudice resulting in bodily injury, material or consequential damage, caused to third parties or to Nordnet, its representatives, its directors, its employees, which would result from a breach of its contractual or legal obligations. They undertake to answer to these people for all the harmful consequences and also, and in a non-limitative way, in the event of complaint, action, challenge or liability, before any jurisdiction whatsoever, which may result from these breaches.

## 26. FORCE MAJEURE

Neither party may be held liable for any non-performance resulting from an event of force majeure, as provided for in the French regulation (Article 1218 of the French Civil Code).

Notwithstanding and by express agreement, the following events will be deemed to constitute force majeure, independently of the criteria of irresistibility, unforeseeability and exteriority if they are independent of the will of the parties and even if they are only partial, whether they concern Nordnet, its suppliers or partners, and where applicable for domain names, the registry or the supervisory authority:

- Prohibitions or restrictions imposed by public authorities on the provision of electronic communications services, in particular any interruption of service expressly requested by an administrative or judicial authority or withdrawal of an authorisation.
- Stoppage of energy supply, failure and/or interruption of transmission networks, including Internet access.
- Breakdown and/or sabotage of electronic communications, hacking, piracy or computer attacks.
- Fire, lightning, flood and other natural disasters, water damage, exceptional weather conditions, damage, epidemic, riot, war, civil war, insurrection, attack, explosion, or act of vandalism.
- Total or partial strike or lock-out, external to Nordnet.
- Pandemic, state of emergency or government measures.

If one of the parties is affected by a case of force majeure, it shall inform the other party as soon as possible after the event, using any appropriate means.

Force majeure suspends the obligations arising from this Contract and affected by it for its full term and for as long as its effects are felt.

Nevertheless, if the consequences of Force Majeure last for more than thirty (30) consecutive days, either party may terminate the Contract as of right by notifying the other party of this decision by any of the means referred to in Article 24 "Contact Details and Notifications", without this termination entitling either party to any compensation whatsoever.

## 27. COMPLAINTS – AMICABLE SETTLEMENT OF DISPUTES

For any request for information relating to the procedure for handling complaints, the Customer may contact Nordnet by telephone in accordance with article 24.1 above.

Any complaint relating to the Contract must be sent by the Customer to Nordnet in writing in the language of the Contract, i.e. French or English where applicable, setting out the elements necessary for Nordnet to take account of his complaint (such as the subject of his complaint, the Offer concerned, his Customer number, his Contract number, and his request) under the following conditions.

The electronic communications Offers benefit, according to the application of French law, from a special statute of limitations of twelve (12) months.

### 27.1. Complaints handled by Nordnet

#### Initial contact:

The Customer may contact our Customer Relations Department:

- In the first instance, by electronic means, using the contact form available in <https://client.nordnet.com/contact?language=EN>
- By post, addressed to the Customer Relations Department, 245 Boulevard de Tournai- CS 20458 - 59664 VILLENEUVE D'ASCQ CEDEX.

Nordnet will respond within one month of receipt of the complaint.

#### Subsequent contact:

If the Customer is not satisfied with the response provided by the Customer Relations Department, or if no response is received within one month, the Customer may contact our Consumer Complaints Department, following the procedure and using the same contact details, by sending a letter setting out the information required to deal with the complaint. Nordnet will respond within one month of receipt of the complaint.

### 27.2. Recourse to the Electronic Communications Mediator

After exhausting the first two levels of contact (see above), if the Customer does not accept the terms of the reply provided by Nordnet or in the absence of a response within the aforementioned time limits, they can refer the matter to the "Telecommunications Mediation Service", an optional and free mediation procedure, subject to meeting the conditions defined by the latter:

- Via the dedicated form on the [www.mediateurtelecom.be](http://www.mediateurtelecom.be) website; or
- by post to the following address: Telecommunications Mediation Service – Boulevard Roi Albert II 8 bte 3, 1000 Bruxelles, Belgique; or
- By appointment, in the offices of the Mediation Department at the following address: Telecommunications Mediation Service – Boulevard Roi Albert II 8 bte 3, 1000 Bruxelles, Belgique; or
- By fax at the following number: +32 (0) 2 219 77 88; or
- By e-mail to the following address: [plaintes@mediateurtelecom.be](mailto:plaintes@mediateurtelecom.be).

## 28. APPLICABLE LAW – JURISDICTION

French law alone shall apply to this Contract, to the exclusion of conflict rules and subject to the mandatory provisions of Belgian law that are more protective of the Customer as a Consumer.



In the event of a dispute relating to the Contract, its validity, performance, interpretation or termination, as well as its consequences, the parties undertake to seek an amicable solution within one (1) month of notification by one of the parties (see Article 24 "Contact Details and Notifications").

In the absence of an amicable agreement, any dispute between Nordnet and a Consumer Customer may be brought before a court of law in accordance with the following rules:

- In the event of an action brought by the Customer against Nordnet: the Consumer Customer may choose to bring the dispute before the competent French or Belgian courts in the Customer's place of residence.
- In the event of an action brought by Nordnet against the Customer: the dispute will be brought before the competent Belgian courts in the Customer's place of residence.

For business Customers, in particular Micro-enterprises, any dispute between the parties relating to their contractual and commercial relations will be subject to the exclusive jurisdiction of the courts of the place of Nordnet's head office, even in case of proceedings introducing third parties or several defendants, emergency or protective summary proceedings or by petition.

## 29. MISCELLANEOUS PROVISIONS

### 29.1. Independence of the parties

The parties expressly declare that they will act independently of each other at all times. The Contract may not create any subsidiary or joint venture between the Customer and Nordnet, nor any subordinate or representative relationship (mandate, agency, commission, etc.). Consequently, each party will ensure that there is no confusion as to its status, Nordnet acting within the limits of its legal, regulatory and administrative powers and those defined within this Contract.

### 29.2. Divisibility

Should any of the clauses of the Contract be annulled in full or in part, the validity of the other clauses shall not be affected. The parties must then, if possible, replace it with a valid clause that matches the spirit and purpose of the Contract.

### 29.3. Tolerance

The fact that one of the parties refrains from pursuing any recourse following a breach by the other party of any of its obligations under the Contract shall not constitute a waiver of said recourse in respect of that breach or any subsequent breach.

### 29.4. Headings

The headings of the articles of the Contract are for ease of reference only and have no contractual value or particular meaning in themselves.

### 29.5. Costs

The parties shall each be liable for the payment of all costs and expenses, including fees and disbursements, incurred by them in connection with the Contract and the transactions provided for therein.

### 29.6. Language of the Contract

French and English are the official languages of the Contract. Any translation of the Contract transmitted or communicated by Nordnet is given for information purposes only, in order to facilitate the understanding of non-French or English-speaking Customers. Only the French and English versions are authentic.

### 29.7 Transfer of the Contract

The Customer is informed and accepts that Nordnet may transfer the Contract to any third party or within the framework of any operation relating to its activity. In this case, Nordnet will inform the Customer and the Parties agree that the obligation to perform the Contract will be transferred to the assignee so that Nordnet will be released from any obligation in this respect from the date of the transfer.

## Appendix 1: ORANGE SATELLITE WITH NORDNET

Subscription price: €38.71 excluding VAT or €49 incl. VAT/month (VAT at 21%)

Satellite Kit: €315 excluding VAT or €399 including VAT (21% VAT)

Limited residential or business offer (including commissioning, preparation and delivery costs))	<b>ORANGE SATELLITE WITH NORDNET</b> Eutelsat K-VHTS satellite (2.7° East Jupiter 3)
Satellite Internet Access download speed – Eutelsat satellite operator	From 30 Mb/s up to 200 Mb/s
Satellite Internet Access upload speed – Eutelsat satellite operator	From 2 Mb/s up to 10 Mb/s
Average speed normally available	10 Mb/s upload speed / 170 Mb/s download speed
Commitment period	12 months (free termination after 6-month commitment)
IP address	Dynamic
Technical support	Digital
<b>Equipment (preparation and delivery costs invoiced for each shipment of Equipment: €399 incl. VAT)</b>	
Satellite Kit (compatible satellite equipment and NordnetBox WiFi 6)	For purchase

The subscription download volume is included in the Contract.



## Appendix 2: COMPLAINTS AND RECOURSE TO THE TELECOMMUNICATIONS MEDIATION SERVICE

### Do you have a complaint? How do you submit it?

#### First appeal

You can submit your complaint to Nordnet's Customer Relations Department, specifying the elements necessary for your complaint to be considered (in particular the subject of your complaint, the subscribed offer, your subscriber number, your customer number, your request) and any relevant supporting documents:

- **In the first instance, by Internet**, using the contact form available in your Customer Area, in <https://client.nordnet.com/contact?language=EN>.
- By post, addressed to the Customer Relations Department, 245 Boulevard de Tournai - CS 20458 - 59664 VILLENEUVE D'ASCQ CEDEX, FRANCE.

#### Second appeal

If you do not agree with the response provided or in the absence of a response for more than one month from receipt of your request by Nordnet, you may contact Nordnet's Consumer Complaints Department by post at the address below.

- **In priority, by Internet**, using the contact form available in your Customer Area, accessible at <https://client.nordnet.com/contact?language=EN>, or
- By post, addressed to Service Recours Consommateurs, 245 Boulevard de Tournai - CS 20458 - 59664 VILLENEUVE D'ASCQ CEDEX - FRANCE.

#### Third appeal to the Telecommunications Mediation Service

If you are a Customer who does not provide a public electronic communications network or publicly-available electronic communications services as per the terms of the Belgian law of 13 June 2005 on electronic communications, and:

- your complaint to Nordnet's Consumer Complaints Department has remained unanswered for more than one month from the date of receipt by Nordnet;
- or if you are not satisfied with their response;
- or if there has been no response from the Customer Relations Department for more than two months;

you may refer the matter to the telecommunications mediation service.

You can submit your request to the Telecommunications Mediation Service by one of the following means: by appointment, by letter (Boulevard du Roi Albert II 8 boîte 3 - 1000 Brussels), by fax (+32 (0) 2 219 77 88), by e-mail ([plaintes@mediateurtelecom.be](mailto:plaintes@mediateurtelecom.be)) or by completing the form available on the Telecommunications Mediation Service website ([www.mediateurtelecom.be](http://www.mediateurtelecom.be)).

You must include a copy of the necessary documents and any supporting evidence with your appeal.

#### 30. Who is the Telecommunications Mediator?

The Telecommunications Mediator is an independent body whose aim is to help parties reach an agreement in the event of a dispute by means of an optional mediation procedure that is free of charge for you.

For more information on the telecommunications mediation service, visit their official website: [www.mediateurtelecom.be](http://www.mediateurtelecom.be).

Note: for all disputes relating to online sales or service contracts, particularly cross-border disputes, you can also use [the European Online Dispute Resolution platform](#).

MOCK