

GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION

Definitions

- **E-SAT:** Service Provider/Marketing Company.
- **SUBSCRIBER:** The holder of a satellite communication terminal or one or more SIM cards representing or embodying their subscription(s).
- **SIM:** ISO-size microprocessor card (SIM) to be inserted into the terminal, allowing the network to identify the subscriber.
- **OPERATOR:** Satellite network operator and Service provider.
- **SERVICE:** The right to use the OPERATOR'S network.

Article 1. Subscription to the Contract

- 1.1. Subscription to the service contract is carried out directly with E-SAT or one of its authorized distributors, agents, or resellers.
- 1.2. The Subscriber must provide proof of identity and address by producing the following documents, as well as any additional documents specified in the Special Conditions:
 - **For individuals:** Valid official ID and proof of residence.
 - **For public legal entities:** Official document certifying the status and powers of the signatory, and a commitment of expenditure.
 - **For private legal entities:** The contracting party must provide:
 - A commercial register extract (K-bis) dated within the last 3 months plus a voided check.
 - A document certifying the signatory's authority to bind the legal entity they represent.
 - A photocopy of the documents presented must be attached to the subscription contract(s). The Subscriber chooses the options they wish to benefit from, which shall be stipulated in the Special Conditions of the contract.
- 1.3. When multiple subscription contracts are signed by the Subscriber on the same document, each constitutes a separate contract subject to these General Terms. Similarly, these General Terms remain valid even if one of the clauses herein is nullified.
- 1.4. E-SAT reserves the right to refuse a subscription request from any natural or legal person who does not agree to comply with the General or Special Conditions set forth.
- 1.5. E-SAT reserves the right to request a non-interest-bearing security deposit from the Subscriber upon signing or at any time during the execution of the contract. This deposit cannot be offset against sums owed by the Subscriber. The deposit shall be returned within 3 months of the termination of this contract for any reason, unless the Subscriber remains indebted to E-SAT at that date.
- 1.6. The Subscriber grants E-SAT the right to invoice any additional service according to the prevailing rates.
- 1.7. Subscription rates are subject to change based on economic circumstances and service offerings. Prices are listed on the rate sheet. All rate increases will be notified to the Subscriber before implementation.
- 1.8. When the Subscriber has chosen one or more options, the contractual provisions regarding these options follow the main contract, particularly concerning its duration.
- 1.9. The Subscriber may not request a modification of subscription conditions (migration) to a different product or service for a period of one month from the initial subscription, unless otherwise specified in the Special Conditions.
- 1.10. The Subscriber acknowledges having received a copy of E-SAT's General Terms of Service on the day of subscription.
- 1.11. E-SAT reserves the right to request prepayment. The deposited sum is non-refundable. The validity of the prepayment is one year (12 months from the invoice date). Consumption costs will be deducted from the prepayment. The amount of the advance on consumption may vary based on the Client's usage.

Article 2. Effective Date / Phone Number

- 2.1. The contract takes effect and is deemed concluded upon the issuance of the contract number by E-SAT, thereby triggering invoicing.
- 2.2. Should the Subscriber's number need to be modified, E-SAT reserves the right to change it after notifying the Subscriber, who may not object.
- 2.3. Neither the subscription contract nor the associated phone number is transferable without prior agreement between the parties.

Article 3. Duration

The contract is concluded for a **fixed minimum term of 12 months** from its effective date, unless the Special Conditions provide otherwise. Upon expiration of the minimum commitment period, the contract shall automatically renew for an identical period (tacit renewal) unless either party notifies the other of its intent to terminate via registered letter with acknowledgment of receipt (AR), subject to a **3-month notice period**.

Article 4. Obligations of E-SAT

- 4.1. By default, the Subscriber authorizes E-SAT to use their name or events for public communication. However, the Subscriber may object by contacting E-SAT Customer Service.
- 4.2. Services provided by E-SAT and billable to Subscribers are defined in the rate sheet provided upon subscription.
- 4.3. E-SAT undertakes to make every effort to provide Subscribers with access to the OPERATOR'S network. However, E-SAT has no control over the OPERATOR. Consequently, E-SAT shall not be held liable for any service interruption, regardless of duration, reason, or nature.

Article 5. Obligations of the Subscriber

- 5.1. The Subscriber is solely responsible for the payment of all sums invoiced under this contract.
- 5.2. The Subscriber must notify E-SAT of any change in billing address with 30 days' notice.
- 5.3. The Subscriber may not use the use of their terminal or card by a third party as a reason to refuse full or partial payment of invoices, provided they have not filed an opposition as per Article 10.

Article 6. Invoicing

- 6.1. Rates and application methods are detailed in documents provided by E-SAT. Invoices are issued monthly; however, E-SAT reserves the right to change this frequency after notifying the Subscriber. Physical mailing of invoices may incur additional charges.
- 6.2. Invoices include: activation fees, subscription fees (collected in advance), consumption amounts, costs for selected options, and, if applicable, miscellaneous fees as per Articles 7, 8, and 12.
- 6.3. An invoice not contested within 30 days of its issuance date is deemed definitively accepted. Contesting an invoice does not exempt the Subscriber from payment; any credit granted following a contestation will be applied to the next invoice.

- 6.4. E-SAT has a period of 24 months to invoice communications made by the Client, in accordance with international operator constraints.
6.5. For contracts opened under Accounting Authority (Inmarsat C and Fleet), foreign coastal traffic will be invoiced at the operator's public rate plus a 20% surcharge.
6.6. For all monthly subscription contracts, a minimum billing fee of €7 (excl. VAT) will be applied to each monthly invoice to cover administrative costs.

Article 7. Payment Terms

- 7.1. Application methods follow E-SAT or OPERATOR rate grids provided at subscription.
7.2. All sums due must be paid by their due date via the method selected in the Special Conditions.
7.3. Invoices are payable within 10 days of issuance. After this period, costs for reminders, formal notices, collection, and all miscellaneous recovery costs will be invoiced. Direct debits occur 10 days after the invoice date.
7.4. Late Payment: Pursuant to Articles L. 441-3 and L. 441-6 of the Commercial Code, a fixed recovery fee of €40 (VAT exempt) applies to each late invoice. Additionally, late interest at an annual rate of 14% applies from the day following the due date.
7.5. If a payment is dishonored, related fees will be invoiced. An additional advance on consumption or security deposit may be requested in the event of late or failed payment.
7.6. Remote credit card payments are subject to a 2% surcharge. Unless specifically agreed, the currency is the Euro indexed to the US Dollar.
7.7. If consumption exceeds the amount covered by the security deposit or prepayment, E-SAT may suspend the line immediately.

Article 8. Suspension / Interruption of Services

- 8.1. Either party may terminate the contract if the other fails to meet its obligations. If the Subscriber is at fault, E-SAT may suspend the subscription immediately. Service restoration after suspension incurs a fee of €100 (excl. VAT).
8.2. Service may be interrupted due to Force Majeure or operator-related reasons without E-SAT being held liable.

Article 9. Liability of E-SAT

- 9.1. E-SAT shall not be held liable for: temporary system failures, maintenance work, or electromagnetic wave propagation issues rendering access difficult or impossible.
9.2. E-SAT is not liable for: misuse by the Subscriber, malfunction of mobile hardware/peripherals, or interruptions in the networks provided by third-party telecommunications operators.
9.3. No compensation (financial or otherwise) shall be granted for indirect damages, such as loss of business, revenue, or customers.
9.4. E-SAT is not liable for the non-functioning of SIM cards or devices not approved by the OPERATOR'S standards.

Article 10. Theft / Loss

- 10.1. The cardholder/terminal holder is responsible for the use and safekeeping of the equipment.
10.2. The Subscriber must immediately notify E-SAT of loss or theft to deactivate the line. Theft must be reported to police/consular authorities, and the report must be sent to E-SAT. Confirmation via registered letter (LRAR) is required within 48 hours. The Subscriber remains liable for all communications until 48 business hours after E-SAT receives the registered letter.
10.3. As service access requires a personal code, the Subscriber is fully liable for all communications appearing on the invoice.
10.4. Restoration of services following theft/loss incurs restoration fees.

Article 11. Force Majeure

Force Majeure includes events recognized by French courts, technical failure of the OPERATOR'S facilities, natural disasters, acts of war, riots, or strikes. If Force Majeure exceeds two months, the contract may be terminated without indemnity.

Article 12. Termination

- 12.1. Termination must be made via registered letter with acknowledgment of receipt.
12.2. Termination requires 3 months' notice, subject to the minimum 12-month commitment period.
12.3. Termination by E-SAT without notice: In cases of false declaration, breach of contract, non-payment, bankruptcy/liquidation, death of the subscriber, or closure of service by the OPERATOR. In such cases, the Subscriber must return the SIM card and pay an indemnity equal to three months of subscription fees.
12.7. Deactivation fees: €150 (excl. VAT) per SIM card or Terminal.

Article 13. Jurisdiction

Any dispute arising from this contract shall be submitted to the **Courts of Paris**.

Article 14. Personal Data Protection

In accordance with the GDPR, E-SAT is the data controller. Data is collected for client management and accounting purposes. You have the right to access, rectify, or erase your data by contacting: info@e-sat.fr.

Beneficiary Name : E-SAT

Bank : SOCIETE GENERALE COURBEVOIE ENT (03534)

IBAN Account EUR : FR76 3000 3035 3400 0200 9917 501

IBAN Account USD : FR76 3000 3035 3403 0200 9857 346

SWIFT : SOGEFRPP