

**GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION TO THE
"Les Offres CANAL + " PACKAGES - VALID AS OF 01 APRIL 2024**

The present General Terms and Conditions of Subscription, the Subscription Form and the Current Pricing Sheet, as well as Proof of renewal where applicable, together constitute the contract (hereinafter referred to as the "**Contract**") concluded between the **Subscriber**;

And

CANAL+ RWANDA Ltd (Address: Sanlam Towers Kiyovu 5th Floor, Tower A, KN 67 Street #10, Kigali, Rwanda) which manages and commercializes the radio and TV channel offers named "Les Offres CANAL+" in Rwanda (hereinafter referred to as "**CANAL+ RWANDA**").

DEFINITIONS

Within the present General Terms and Conditions of Subscription, the terms quoted below shall have the following meaning:

Activation Date: refers to the date at which CANAL+ RWANDA provides the service matching the Subscription purchased.

Authorized Distributor: refers to the companies selected by CANAL+ RWANDA to market and sell the Subscriptions.

Decoder: refers to the digital terminal supplied by CANAL+ RWANDA that demodulates and decrypts the digital signal DVB (Digital Video Broadcasting) and that is equipped with a decryption system, with its accessories (notably a power cord, RCA and/or HDMI cable, and remote-control) allowing the Subscriber with a pointed satellite dish to receive Subscription Packages.

Equipment: refers to the Decoders, and their accessories required for reception of the Subscription Packages purchased by the Subscriber and that may vary depending on the type of Subscription Package and/or the purchased Subscriber Extras.

General Terms and Conditions of Subscription: refers to the present document, which defines the terms and conditions of subscribing to Subscription Packages and Subscription Extras offered by CANAL+ RWANDA, available in CANAL+ RWANDA and Authorized Distributors points of sale and online at <https://www.canalplus-afrique.com/rw>.

Interactive Services: refers to interactive services broadcasted in digital format via the SES 4 Satellite, or any other system that may replace it, to which Subscription Packages grant access.

Pre-paid subscriber: refers to a subscriber having opted for a cash payment method, for the duration of the Subscription, as per the terms and conditions described in the Contract.

Pricing Sheet: refers to the document containing all the prices applied by CANAL+ RWANDA to Subscriptions and Subscription Extras available in CANAL+ RWANDA and Authorized Distributors points of sale, and online at <https://www.canalplus-afrique.com/rw>.

Proof of renewal: refers to the document, provided to a Subscriber whose initial Subscription has reached the expiry date, upon subscribing for a new determined period, and that contains the following

information: number and name of the Authorized Distributor, number and name of the point of sale, last and first names of the Subscriber, Subscriber number, purchased Package, purchased Subscription Extras, duration of the Subscription and paid price.

TV and Radio Channels: refers to TV and radio channels broadcasted in digital format via the SES 4 Satellite, or any other system that may replace it, to which Subscription Packages grant access.

Subcontractor(s): any individual or legal entity, public authority, department, or other organization that processes personal data on behalf of CANAL+ RWANDA.

Subscriber: refers to a natural person who has reached the age of majority, residing in Rwanda and having subscribed to one of the Subscription Packages offered and broadcasted digitally via satellite by CANAL+ RWANDA.

Subscription Extras /Add-On: refers to channel packages offered as an option that a Subscriber may purchase in addition to his/her basic Subscription.

Subscription Form: refers to the document evidencing the agreement concluded with the Subscriber on the day of Subscription, including all the Subscription Packages and Subscription Extras offered to the Subscriber by CANAL+ RWANDA.

Subscription Packages, Offers or Subscription: refers to the different subscription offers to CANAL+ Radio and TV programs and services, which are produced, published and aggregated by CANAL+ INTERNATIONAL and distributed to Subscribers by CANAL+ RWANDA digitally via satellite, as displayed in the Subscription Form and at the prices mentioned in the Pricing Sheet.

TITLE I - THE SUBSCRIPTION

ARTICLE 1 – SUBJECT OF THE SUBSCRIPTION

1.1. CANAL+ RWANDA offers to Subscribers residing in Rwanda, subscription to Offers in digital format via satellite, intended for private use, with the understanding that such subscription does not in any way constitute a transfer of rights to the programs offered by CANAL+ RWANDA.

1.2. Additional Subscriptions may be provided under Subscription Extras as per the conditions described in Article 6 further below.

1.3. The Subscription Packages and the Subscription Extras shall be as described in the Pricing Sheet available at CANAL+ RWANDA and in Authorized Distributors points of sale and online.

ARTICLE 2 – ENTRY INTO FORCE - DURATION OF SUBSCRIPTION

2.1. The Contract is concluded on the date of activation of the Subscription by CANAL+ RWANDA or one of its Authorized Distributors, based on all the information provided by the Subscriber for the purposes of purchasing the Subscription. The duration of the

Subscription is one (1), three (3), six (6), twelve (12), or twenty-four (24) months as of the Activation Date, (on a «date-to-date» basis).

2.2. Prepaid Subscription: The duration of Prepaid Subscription as defined in this Contract consists of two (2) distinct and immediately consecutive periods:

- a) the validity period of the Subscription Package chosen by the Subscriber, during which CANAL+ RWANDA provides the Subscriber, via the Decoder, the offers in the selected Subscription Packages;
- b) the reactivation entitlement period, of a maximum duration of twelve (12) months as of expiry of the initial validity period of the Package, during which the Subscription is discontinued and the Subscriber may purchase renewal, as per current terms and conditions at that time, with Proof of Renewal being supplied to him/her, upon demand, along with the current Subscription General Terms and Conditions also available from an Authorized Distributor.

Upon expiry of the duration of Prepaid Subscription and in the absence of purchase of a renewal within the period of entitlement to reactivation via Proof of Renewal, the Contract shall automatically expire in a definitive manner, and any new Subscription shall proceed only within the framework of purchasing a new Contract.

ARTICLE 3 – MODIFICATION OF THE SUBSCRIPTION

3.1. At any time, the Subscriber may modify his/her Subscription with CANAL+ RWANDA or Authorized Distributor for upgrading the Subscription Package and/or purchasing Subscription Extra(s), excluding any promotional or limited-time packages. The modification request shall take effect as of the Activation Date.

3.2. After the end of the validity period of a Subscription Package, the Subscriber may be allowed to downgrade and renew for a lower Subscription Package. Subscriber shall not be allowed to downgrade to a lower package during the validity period a Subscription Package.

3.3. For all modifications to an ongoing Subscription, the current month must be paid in full by the Subscriber. The Subscriber must pay the difference between the price of his current Subscription Package and the price of his new Subscription Package and / or Subscription Extra(s).

3.4. The applicable price for the modified Subscription shall be the current price at the time of receiving the Subscriber request.

3.5. Subscription modification requests shall not modify the Subscription expiry date.

ARTICLE 4 – PROGRAMMING

4.1. As CANAL+ RWANDA is not the TV programs' producer, it shall under no circumstances be held liable to the Subscriber or any third party for the content of the Radio and TV Channels. The Subscriber should take into consideration that broadcasting those programs is subject to the approval of the producers of the channels. Moreover, CANAL+ RWANDA may, without prior notice, modify all or some of its announced programs in order to comply with the guidelines of producers and/or local regulatory bodies where applicable.

4.2. CANAL+ RWANDA reserves the right to modify its Offers and can remove one or several TV and Radio Channels, Subscription Packages, or options that constitute the Subscription or the Subscription Extra(s) at its own discretion without any prior notice. The Subscriber who is informed of this by any means, shall be entitled in such case to terminate Subscription by sending a letter to CANAL+ RWANDA, no later than 1 (one) month before the expiry of the Subscription. Termination of the Subscription shall take effect at the end of the ongoing month when the termination request is received.

4.3. The Subscriber is informed that certain TV programs will have to be concealed upon request from producers of the Channels in the case where they do not hold the broadcast rights to such programs in Rwanda. CANAL+ RWANDA cannot be held liable for such event.

4.4. CANAL+ RWANDA shall not be held liable for any temporary or permanent interruption, delay or breakdown of programming in the case of a force majeure impacting CANAL+ RWANDA or any operator in the areas of broadcast, retransmission, or reception of its programs. For the purpose of this Contract, force majeure shall include, but not be limited to, natural disasters, sanitary crises, pandemics or any other acts of god, earthquakes, floods, tornadoes, storms, cataclysms, volcanic eruptions, climate disturbances, riots, vandalism, terrorist attacks, popular upheavals, wars, coups, mutiny, strikes, pandemic or other actions of labor conflicts and/or accidental causes such as fires, water damage, explosions, damage to, or breakdown of transmission of a technical system of a third-party, actions of the government or any competent authorities.

ARTICLE 5 – SERVICE INTERRUPTION

CANAL+ RWANDA shall not be held liable for any damage in case of temporary or permanent interruption of the SES 4 Satellite, or any other system replacing it in case of force majeure events or due to the periods of solar or lunar activity.

The Subscriber is informed of possible alteration of the broadcast signal of programs of his/her subscription in case of extreme weather conditions (gale wind, torrential rain...etc.) that may result in temporary interruption of service for which CANAL+ RWANDA cannot be held liable.

ARTICLE 6 – SUBSCRIPTION EXTRAS

6.1. The Subscriber may add to his/her Subscription a purchase of some Subscription Extras either upon purchasing the Subscription, or during the Subscription period, from CANAL+ RWANDA or an Authorized Distributor. Subscription Extras consists of optional Channels.

6.2. Optional Channels: The Subscriber may purchase at any time during the Subscription period and by any means desired channels either in the form of single channels (à-la-carte) or in the form of packages.

6.3. Records concerning requests for Subscription Extras as maintained by the information systems of CANAL+ RWANDA and their copies, regardless of the record media used, constitute for CANAL+ RWANDA and the Subscriber proof of these requests, notwithstanding any other legal proof in the possession of the Subscriber.

6.4. Barring granted exceptions, payments relating to Subscription Extras shall be made to CANAL+ RWANDA or any Authorized Distributor.

6.5. Subscription Extras shall be automatically terminated upon the termination of the Subscription.

6.6. CANAL+ RWANDA can, without compromise to damages and interest and any legal action, consider the Subscription Extra terminated, as per the terms and conditions set out in Article 7.

6.7. The applicable prices for Subscription Extras and the payment terms are defined in the current Pricing Sheet. The Subscriber shall owe the price of the Subscription Extra(s) as of their Activation Date. Any price rises for the Subscription Extras shall be communicated to the Subscriber individually by any means available at least 1 (one) month prior to the expiry date of the purchased Subscription Extra and shall be applied as of the date of renewal of the Contract.

ARTICLE 7 – RESPONSIBILITY, SUSPENSION AND TERMINATION

7.1 The Subscriber undertakes to use the Subscription as well as the Materials and to access the Interactive Service in accordance with these General Conditions of Subscription, not to allow the reception of all or part of the programs to which the CANAL+ decoder allows access by non-subscribers in any way whatsoever, not to infringe on the rights of CANAL+ RWANDA and CANAL+ INTERNATIONAL or third parties in any way whatsoever, not to infringe on the law and regulations in force as well as on public order and good morals.

In particular, the Subscriber agrees, in the context of the use of the Materials and the Subscription, not to :

- violate the intellectual property rights of CANAL+ RWANDA and CANAL+ INTERNATIONAL or third parties;

- bypass the technical protection systems, carry out or incite acts of piracy, transmit viruses, interrupt, destroy or limit the functionalities of the CANAL+ Decoder, the Interactive Services, the www.canalplus-afrique.com website and/or myCANAL.

In general, the Subscriber undertakes to exercise discretion when accessing and/or using his or her Subscription and the Materials.

The Subscriber undertakes to compensate CANAL+ RWANDA and CANAL+ INTERNATIONAL for any damage, recourse or claim for which the Subscriber would be responsible and resulting from his faulty use of the CANAL+ decoder, the Interactive Services, the site www.canalplus-afrique.com and/or myCANAL, and from the non-respect of the present General Conditions of Subscription.

7.2 CANAL+ RWANDA may suspend without notice the Subscriber's right to access the signal for Subscription programming in case of unpaid owed amounts or any payment incidents from the said Subscriber according to the agreed payment schedule. Starting upon suspension of access rights, the Subscriber shall have a grace period of fifteen (15) days to settle any owed amount. Beyond this period, the debt shall be placed for collection and CANAL+ RWANDA shall be entitled to claiming collection fees from the Subscriber in addition to the unpaid amount and its accessories.

7.3. Regardless of the selected method of payment, termination of the Subscription and/or one of the other Subscription Extras at the Subscriber's initiative, except for a legitimate reason acceptable by CANAL+ RWANDA, may only take place at the normal expiry time of the Subscription, noting that termination of the Subscription results in automatic termination of the Subscription Extras and/or Interactive Service, the Subscriber owes the entire amount of the Subscription price until the normal expiry date unless this contract is terminated due to a breach committed by CANAL+ RWANDA.

7.4. CANAL+ RWANDA can, without compromise to damages and any legal action, consider the Subscription automatically terminated, due to the Subscriber's action, via a simple written notification in case of:

- a) non-payment of all the amounts owed to CANAL+ RWANDA;
- b) technical operation not authorized by CANAL+ RWANDA on the Decoder;
- c) making the Decoder available to a third party in any form whatsoever; and/or
- d) actions aiming at enabling non-subscribers to receive all or part of programs accessible via the Decoder, acts of content piracy, and more broadly, cases of abnormal and/or forbidden use of Equipment and/or the Decoder, especially in the case of using them outside of authorised territory.

7.5. It is understood that a Subscriber who remains liable for any amount due to CANAL+ RWANDA for prior contracts may not have a new Contract until his/her situation has been settled.

7.6. Subscribers are not entitled to any refund in case of any interruption in Subscription services except in exceptional cases where the interruption is due to the default of CANAL+ RWANDA and such interruption is not justified under Articles 4 and 5 of this Contract.

ARTICLE 8 – SUBSCRIPTION PAYMENT TERMS

8.1. Subscription can be paid for either by the Subscriber or a Paying ThirdParty. The Paying ThirdParty is considered to have acted in his name and behalf as well as on behalf of the Subscriber. The Subscriber is solely responsible for payment of all the due amounts under the Contract. The Subscriber and the Paying ThirdParty are jointly held liable for all the obligations stemming from the Contract.

8.2. Purchase of a Subscription or a renewal, implies payment by the Subscriber of the monthly price of the Subscription selected by the Subscriber.

8.3. The applicable prices for the Subscription, and the payment terms are those defined in the current Pricing Sheet.

ARTICLE 9 – PERSONAL DATA AND COPYRIGHT

9.1. For the purposes of his/her Subscription, the Subscriber is required to provide CANAL+ RWANDA, as data controller, with personal data concerning him/her, in particular name, postal address, telephone number, email address, etc., in order to process his/her Subscription. The processing of this data is carried out in accordance with the regulations applicable to the protection of personal data and in particular, the local regulations in force and any other relevant regulations applicable to the protection of personal data, (hereafter together "the Regulations").

9.2. The Subscriber's personal data is intended for use by CANAL+ RWANDA and its Subcontractors providing services related to the Subscription in accordance with the Regulations. The personal data may also be communicated to relevant legal or administrative authorities in order to comply with any law or regulation in force, to which CANAL+ RWANDA would be obliged to respond (upon judicial or administrative request).

9.3. The Subscriber's personal data is intended for CANAL+ RWANDA for the administrative, technical and commercial

management of its Contract; as well as for the purposes of carrying out statistical analyses, quality monitoring or commercial prospecting. Optional information provided is intended for the purpose of getting to know the Subscriber better, to improve the services offered to him/her and/or to allow him/her to benefit from marketing offers for similar products or services provided by CANAL+ RWANDA, pursuant to the legislation in force. CANAL+ RWANDA reserves the right to send the Subscriber, by any means, any information that allows the Subscriber to know the Offers better as well as marketing information.

9.4. CANAL+ RWANDA may disclose the Subscriber's contact details to partners. The Subscriber has the right to oppose it by indicating it in the boxes provided for this purpose in the Contract. In addition, within the framework of the customer-relation telephone service, the Subscriber authorizes CANAL+ RWANDA to record telephone exchanges for quality monitoring purposes. The Subscriber may object to this by notifying the customer services advisor. Personal data of the Subscriber are subject to archiving by CANAL+ RWANDA or any third party to which CANAL+ RWANDA grants its permission to do so throughout the duration of the Subscription and the legal duration of data storage.

9.5. The Subscriber may at any time exercise his/her rights (access, rectification, erasure objection) over his/her own data by writing to CANAL+ RWANDA at the following addresses: dpo@support.canalplus-afrique.com or Sanlam Towers Kiyovu 5th Floor, Tower A KN 67 Street #10, Kigali, Rwanda, enclosing proof of his/her identity.

9.6. All copyright, trademarks, design rights, patents, and other intellectual property rights (registered and unregistered) in and on the Subscription belong to CANAL+ RWANDA and/or third parties. Nothing in this Contract grants the Subscriber a right or license to use any trademark, design right or copyright owned or controlled by CANAL+ RWANDA or any other third party except as expressly provided in this Contract.

9.7. The Subscriber shall not and may not assist anyone to, or attempt to, reverse engineer, decompile, disassemble, adapt, modify, copy, distribute copies, download or attempt in hacking to access the service or to reproduce, lend, hire, rent, perform, sub-license, make available to the public, create derivative works from, broadcast, commercially exploit, transmit or relay any part of the programs or channels provided to the Subscriber.

9.8. The Subscriber may only use its Subscription for private use and it must not be accessible by the general public or in a communal viewing area. The Subscriber shall not directly or indirectly charge others for accessing, viewing or listening to any of the of the programs or channels provided as part of the Subscription Package, or commercialize or attempt to re-sell the programs or channels in any way, which includes advertising or selling any goods and services which offer the programs or channels provided as part of the Subscription including any third party software application.

TITLE II – SUBSCRIPTION TECHNICAL ACCESS AND USAGE CONDITIONS

ARTICLE 10 – EQUIPMENT REQUIRED FOR RECEIVING PROGRAMS

10.1. In order to receive the programs, the Subscriber must, either have an individual satellite antenna that can receive depending on place of

residence programs broadcasted by the operator via the SES 4 Satellite or any other system that may replace it, or be connected to a collective reception system authorized by CANAL+ RWANDA distributing programs in digital or analogue formats.

10.2. The Subscriber must have as of the date of the present Contract taking effect, for any Subscription or renewal, and regardless of the chosen subscription Package and duration (including twelve- (12) and twenty-four- (24) month durations), a Decoder that is compatible with the technological standards that are applicable on the day of the present Contract purchased by the Subscriber from CANAL+ RWANDA or its network of Authorized Distributors. Decoders remain the exclusive, non-transferable and non-seizable property of CANAL+ RWANDA or those entitled under it and are made available to the Subscriber under the terms below. The list of compatible Decoders on the date of the present Contract is available from CANAL+ RWANDA or its network of Authorized Distributors.

10.3. Purchasing a Decoder alone (except in the case of purchasing after loss, damage, theft or paid exchange) or obtaining a Decoder alone, without purchasing a Subscription, is not allowed.

10.4. CANAL+ RWANDA shall under no circumstances be held liable in case of disappearance, loss, damage and, more broadly speaking, all damage or events that may impact the Decoder, and more broadly speaking, any equipment or accessories not provided by CANAL+ RWANDA.

ARTICLE 11 – CONDITIONS OF ACCESS TO PROGRAMS ON PC/MAC COMPUTERS, SMARTPHONES, AND TABLETS

11.1. MyCANAL Service / Access on PC / MAC computers: Subscribing to one of the Les Offres CANAL+ Packages entitles the subscriber to receive myCanal programs via the internet networks on a PC or MAC computer. The Subscriber must have, using his/her own means, a PC or MAC computer (with enough memory capacity and equipped with a compatible processor) and a high-speed internet connection. Certain programs may be subject to concealing and/or modification on PC or MAC computers.

11.2 MyCANAL Service / Access on smartphones and tablets: Subscribing to one of the Les Offres CANAL+ Packages entitles the subscriber to receiving myCANAL programs via WiFi and/or 3G/3G+ networks, on a compatible smartphone or tablet (with a network plan including unlimited data) providing that the user downloads the myCANAL application. Certain programs may be subject to concealing and/or modification on smartphones or tablets.

11.3 Access to the MyCANAL Service is reserved for the Subscriber and is intended for strictly personal use. The MyCANAL Service may not be used for commercial purposes or for public viewing. The Subscriber undertakes not to transfer his or her access rights to a third party, and not to reproduce, create derivative works from, distribute, modify, display or license the content and information of the MyCANAL Service.

ARTICLE 12 – USE - MAINTENANCE - WARRANTY ON PURCHASED OR LOANED EQUIPMENT

12.1. The Decoder and the Equipment may not be made available to a third-party in any form whatsoever. The Subscriber must use it exclusively on authorized territory, for his/her own personal use

intended for a single TV set. The Decoder and the Equipment may under no circumstances be used, directly or indirectly for the purposes of enabling a non-Subscriber to receive the Subscription Package offered by CANAL+ RWANDA or any other programs to which the latter give access. It is forbidden to use the Decoder and the Equipment for the purposes of any free or paid broadcasting, any public presenting or reproducing as well as any organization for receiving by third parties of all or part of the Subscription Package offered by CANAL+ RWANDA. CANAL+ RWANDA reserves the right to take all practical measures to ensure discontinuation to any breach of the present article by any person acting contrary to it and especially to immediately deactivate the Decoder. The Subscriber must keep in his/her possession the Decoder made available to him/her throughout the duration of the Subscription and commits to give free access to the various Equipment and accessories to any representative of CANAL+ RWANDA. The Contract does not release the Subscriber from his/her own civil liability as the custodian of the Decoder.

12.2. CANAL+ RWANDA commits, throughout the duration of the Subscription, to manage or commission management free-of-charge of normal maintenance of the Decoder and to maintain this Decoder in good working order. In case of breakdown, the defective Decoder must be returned without delay to CANAL+ RWANDA or any Authorized Distributor for test or replacement. In order to ensure security and service quality of the Decoder as well as the Equipment, regular technical and security updates will be performed on them, which may where applicable result in momentarily interruption of programming, or even invalidation of the Decoder in case of illegal use of it.

12.3. In the case of a missing, damaged or destroyed Decoder due to the negligent or wilful conduct of the Subscriber, the Subscriber shall be considered liable for it and must inform his/her Authorized Distributor within forty-eight (48) hours and provide justification for the incident (where applicable a police report of the theft, return of the damaged card, to the nearest Authorized Distributor). The Subscriber shall compensate CANAL+ RWANDA a flat amount up to the value of replacement of the Decoder. CANAL+ RWANDA shall perform billing and the Subscriber commits as of now to pay the billed amount.

12.4. The Subscriber formally commits to abstaining from any «opening», technically operating on, damaging, converting or modifying the CANAL+ Decoder as well as the Decoder. The Subscriber expressly abstains from concealing, damaging or removing the label affixed to the back of the Decoder stating its serial number.

ARTICLE 13 – EQUIPMENT COVERED BY WARRANTY

13.1. Equipment covered by the present warranty are:

- a) the new Decoder excluding any other accessories such as the remote control, SCART cable, and power cable; and
- b) the receiver head or LNB (Low Noise Block) of the satellite dish provided by CANAL+ RWANDA or one of its Authorized Distributors, excluding any other accessories such as the reflector, arm, fastenings, or cable.

13.2. Equipment mentioned in Article 13.1 is covered by a twelve (12) month warranty as of the date of purchase from an Authorized Distributor or directly from CANAL+ RWANDA. In case of breakdown, a standard exchange will be carried out; in which case the device must be returned within forty-eight (48) hours to CANAL+ RWANDA or to one of its Authorized Distributors in its complete original packaging accompanied by the present voucher and a copy of the bill, for test and replacement. The warranty shall not apply to visible defects for which

the Subscriber must avail him/herself of the terms and conditions stated in Article 15.2.

13.3. Exchange of equipment during the warranty period does not extend the warranty period which shall expire at the end of the initial period (example: for a first-time purchase of equipment cited in Article 13.1, made on 1 January 2020, the warranty on replacement equipment cannot extend later than 31 December 2020).

13.4. This warranty does not apply in the case of damage resulting from a cause not related to the device, in case of misuse, not installing the waterproof protection shell on the antenna receiver head, technical operation, damage, conversion or modification, defective setup and more broadly speaking in case of use that is non-compliant with the recommendations appearing on the various user guides and manuals of said equipment as well as devices and equipment linked to them and also, for the CANAL+ Decoder, in case of opening the Decoder, use of voltage different from the one indicated in the recommendations. The Subscriber commits to abstain from performing him/herself or allowing a third-party to perform any repair, modification or disassembly operations on the equipment. The warranty does not cover normal wear and lack of maintenance, unforeseen events or force majeure cases. For the purpose of this article, force majeure shall include natural disasters, earthquakes, floods, tornadoes, storms, lightning, cataclysms, volcanic eruptions, climate disturbances, riots, vandalism, terrorist attacks, popular upheavals, wars, strikes or other actions of labor conflicts and/or accidental causes such as fires, water damage, explosions, damage to, or breakdown of transmission of a technical system of a third-party, actions of the government or any competent authorities.

13.5. CANAL+ RWANDA shall under no circumstances be held liable in case of disappearance, loss, damage, breakdown or malfunctioning and, more broadly speaking, any damage or events that may impact any equipment or accessories not provided by CANAL+ RWANDA connected to any of the equipment mentioned in Article 13.1; CANAL+ RWANDA shall under no circumstances be held liable for costs of property or replacement services, loss of profit or any other direct, indirect, or consequential damages arising from the act of sale, use or operation of the products, whether CANAL+ RWANDA has been advised or not on the probability of such damages occurring.

ARTICLE 14 – RETURNING EQUIPMENT

14.1. Transfer of risks takes place upon delivery of the sold object. It is incumbent upon the Subscriber to make any necessary observations relating to visible defects or non-conformity of the purchased equipment within forty-eight (48) hours to CANAL+ RWANDA or one of its Authorized Distributors. The Subscriber commits to abstain from operating himself/herself or letting a third-party operate on the equipment to remedy the situation.

14.2. In case of a visible defect or non-conformity of the sold products, duly observed by CANAL+ RWANDA under the terms provided in Article 14.1, the Subscriber may obtain replacement equipment free of charge and excluding any other compensation, unless additional loss has been incurred by the Subscriber as a result of the said defect or non-conformity.

ARTICLE 15 – CONTACT / CLAIMS

For requests relating to proper execution of the Contract or the processing of a claim, the Subscriber may contact CANAL+ RWANDA

: by telephone at the following number: TEL. 22 00; or by email at the following address: relationclient@canalplusafrique.com The telephone assistance service is available seven (7) days a week, from 8am to 8pm, at local call costs depending on telephone operators.

ARTICLE 17- APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These General Terms and Conditions of Subscription are subject to Rwandan law.

Any dispute arising from the formation, interpretation or execution of these terms and conditions shall be under the exclusive jurisdiction of the Rwandan courts, subject to the application of legal provisions of public order to the contrary.