

## **Terms and Conditions**

### **Ethiopian Airlines Inflight Internet Purchase**

This end user Terms and Conditions is a legally binding contract that affects your rights, services. you acknowledge and agree to have read, understood and obligations, and liabilities. Please carefully read through this entire document before creating an account or using the service.

#### 1. Legally Binding nature, applicability, objective, modification, and scope

1.1 These Ethiopian Airlines Group (hereinafter “Ethiopian” or “ET”) terms and conditions is legally binding contract which from time to time may be amended, and adapted by unilaterally by ET shall apply to any form of usage of the inflight entertainment, content service, and internet connectivity of whatsoever including but not limited to website portal and associated webpages (“Services”); and apply to any individual or company or government (may be referred as ‘You’, Your’) in any jurisdiction who use the aforesaid agreed to the Ethiopian terms and conditions and other terms and conditions of the another vendor involved in the service herein shall apply as between the relevant party and you to the extent not contradicted with ET terms and conditions herein. However, in the event of a conflict between the provisions in the Ethiopian Terms and Conditions and any other terms and conditions, the provisions of the Ethiopian Terms and Conditions will prevail. This contract incorporates by reference rules posted on the site, the portal, and webpages. Any modifications shall have immediate effect on you.

1.2 By completing the registration process on the site or by using the services herein, you agree to be legally bound to the terms and conditions. If you choose not to agree, then you must exit the site now and not use the service.

#### 2. Account registering and services

2.1 By registering for an account and becoming a user of the services you must agree:

- ***to abide by the terms and conditions as contract.***
- ***to ensure if you are an individual using the Service on behalf of a company.***
- ***that you have full authority to bind your company to the terms and conditions.***

- ***to provide complete and accurate registration information; and***
- ***Ensure your account information is updated as needed to remain in compliance with the terms and conditions of the contract.***
- ***complete and accurate in the future.***

2.2. It is your sole responsibility to ensure that your electronic device is compatible to enable operation of the Service, including but not limited to Wi-Fi capability.

### 3. Confidentiality, personal data, security, and integrity of your Account and the Service

3.1 Before using the Services, you must register for and maintain an active personal user Services account. You must be at least 18 years of age, or the age of legal majority in Your jurisdiction (if different) to obtain an account. Account registration requires You to submit to ET certain personal information, including but not limited to your name, address, mobile phone number and age, and mode of payment either a credit card or an accepted payment by ET.

3.2 You shall not disclose your account log-in, password, or any other user registration information to another user, and you shall be solely responsible for the confidentiality, security, and integrity of your account, which means that you are solely responsible for all use and misuse of your account, personal data, the accrual of fees, and other harms that may arise in connection with your usage of the Services. Use of the Service is personal to You and Your account as a user and in no way may be transferable to any other person or user. Sharing your account information with another user will constitute breach, theft, or fraud.

3.3 Your communications over the Service may or may not be encrypted. When you use your own personal electronic device to access the services, you shall use good security practices and reputable and up-to-date program.

3.4 Your use of the service is at your sole risk, including but not limited to the transmission, transfer, or communication of any sensitive personal, private, confidential, or proprietary information and data in any jurisdiction and any applicable data protection laws or regulations

3.5 Notwithstanding to the contrary, any communication, data, or material that You communicate to this site or to ET or through the Services, whether by electronic mail or other means, for any reason, will be treated as non-confidential, not privacy, not personal data, and non-proprietary.

#### 4. Use of service

4.1 You agree that you shall not use or attempt to use the Service, nor assist or attempt to assist another person or user in using the Service, directly or indirectly, in a manner that:

- ***is threatening, abusive, intimidating, harassing, defamatory, slanderous, libelous, deceptive, fraudulent, tortious, pornographic, obscene, or indecent.***
- ***infringes upon or violates a company's or person's rights regarding privacy, property, confidentiality, publicity, or intellectual property including but not limited to trade secrets, trademarks, copyrights, and patents.***
- ***allows another person to use the Service under your account.***
- ***imitates another person or company, including but not limited to the employees of ET and its customers.***
- ***collects or harvests any personally identifiable information from the Service including, without limitation, Usernames, passwords, email addresses, or credit card information.***
- ***circumvents, disables, or otherwise interferes with security-related features of the Service including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Service.***
- ***decrypts any encrypted communications.***
- ***accesses the Service or any internet or intranet locations in an unauthorized, esoteric, hidden, or nonstandard manner.***
- ***monitors or records any aspect of the Service, including but not limited to network***

- ***traffic, usage, and account information such as name, address, and credit card information or otherwise uses network monitoring software to determine architecture of or extract usage data from the Service.***
- ***violates any applicable law, including but not limited to laws relating to obscenity, censorship, pornography, intellectual property, theft, identity theft, fraud, export control, spam, harassment, stalking, gambling, data protection laws (including but not limited to EU General Data Protection Regulation as amended and supplemented from time to time);***
- ***attempts to interfere with the proper working of the Service or impair, overburden, or disable the same.***
- ***resells, licenses, or distributes the Services, for profit or otherwise.***
- ***removes, alters, covers, or distorts any copyright, trademark, or other proprietary rights notice on the Service.***
- ***uses an automatic device such as a robot or spider or manual process to copy or***
- ***‘scrape’ the Service for any purpose without our prior written approval;***
- ***transmits, inserts, distributes, or uploads programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information.***
- ***forges any TCP/IP packet header or part of the header information in any email or newsgroup posting for any reason.***
- ***decompiles, reverse engineers, or disassembles any portion of the Services.***

## 5. Third party sites and Data

5.1 The site or Services may make available or give reference you with access to goods, services, content, or information from third parties. You acknowledge that third party sites or services may contain information that is inaccurate, inappropriate, offensive, or objectionable which are not under ET control or supervision, and You acknowledge that ET shall not be responsible for the accuracy, legality, decency, or content of such third-party sites, nor will ET responsible for errors or omissions arising from or related to any third-party sites. ET disclaims any endorsement, liability or obligation related thereto of third-party sites or links. If any third party's links, sites, services contain or require

warranties, representation, and terms and conditions, such warranties, representation, compliance, and terms and conditions shall only between You and the third party. You acknowledge and agree that in no way shall ET assume any liability, obligation, or responsibility whatsoever for any such aforesaid relationship with You and third party.

5.2 Service Fees and payment You agree to pay the specified fee for the Service when due without any set-off, withholding, deduction, or counter-claim, and you shall provide accurate, valid, and current account information, including credit card information or payment partner information, in order to enable proper payment for the Services. in case, your credit card company or payment partner refuses to pay the amount billed for the Services for any reason, you agree that Your access to the Services may be suspended or terminated, and you may be required to pay the overdue amount by other means without period of limitation against ET. ET may charge You a fee for reinstatement of suspended or terminated accounts. All fees are non-refundable and net of any applicable levies, taxes including but not limited to sales, use, excise, VAT, public utility or otherwise, governmental charges, or additional fees or charges, regardless of location, or jurisdiction ('Charges'). Charges are your sole responsibility. You shall bear and pay all Charges as they arise and impose by any authority, and in case ET has paid Charges on Your behalf, you shall refund immediately on demand. You understand and acknowledge that fees and Charges may change at any time and without prior notice.

## 6. Intellectual Property rights and confidential information of ET

6.1 ET and its licensors (if applicable) retain all right, title, and interest in their intellectual property whether patents, trademarks, copyrights, or trade secrets, service marks; whether registered or not, whether tangible or intangible; whether marked as confidential or not, arising from or related to the site and Services.

2 You are not permitted to print, distribute, transfer, make public any of the intellectual property rights with respect to names, patent right, copy right, logos, formulas and any wording and music, and any other intellectual properties whatsoever whether patented or not, for advertising purposes or otherwise, that are vested in any jurisdiction., either directly or indirectly, and/or reproduce them or to otherwise use them or benefit from

them. Other than the limited right to use the Services in accordance with this agreement, you obtain no right, title, or interest whatsoever in or to any of the Intellectual Property, whether by estoppel, implication, or otherwise.

## 7. Procedure Limitation, Suspension and Termination of use of Service

7.1 The Services are most suitable for email and web-browsing where the required network capacity is minimal. You acknowledge and agree that ET may at its sole discretion establish and modify from time to time without any liability general practices or procedures and limits regarding use of the Services, including but not limited the maximum amount of data downloaded or uploaded and upload and download speed. You acknowledge and agree excessive use or abuse of shared network resources, misuse of network resources in a manner that impairs network performance is prohibited and may result in termination of Your account or other limitations or conditions imposed by ET, without prejudice ET rights and claim entitled by law.

7.2 You agree that ET may in its sole discretion and without any liability, terminate or suspend Your access at any time to all or part of the Services with or without notice without assigning any reason.

7.3 You agree that ET may in its sole discretion and without any liability, terminate or suspend Your access immediately to all or part of the Services without notice in case of Your failure to pay fees and actual or suspected breach the terms and conditions. Upon termination or suspension for any reason, your ability to use the Services shall cease and ET may delete or deactivate your User account immediately.

7.4 If ET reasonably suspects or determines that you have breached this terms and conditions, ET has the right (but not the obligation) in its sole discretion to; investigate; to terminate or suspend your account; follow legal action against you; and/or report You to the applicable law enforcement bodies, with or without notice or an opportunity for You to remedy the breach.

7.5 ET reserves the right in its sole discretion to suspend, terminate or modify the

site or services at any time in its sole discretion and without notice to you.

## 8. Limitation of Liability, and Indemnification

8.1 You agree to release, defend, indemnify and hold harmless ET and its directors, officers, members, managers, employees, licensees, subcontractors, and customers from and against all and any form of liabilities, claims, fine, losses, damages, demands, cost, expense including attorney's fees, proceeding, damage, fine, injury, taxes, death, or loss and/or any form of liability of whatsoever nature whether arising in contract, tort or at law due to or arising from Your use or misuse of the Services or Your breach of this terms and conditions, violation of applicable laws and regulations, violation of third party intellectual property rights, violation of privacy or personal data, or the Privacy Policy, and otherwise. If You fail to perform such obligation in a full and timely manner, then You acknowledge and agree ET may perform such obligation at Your sole expense and cost, and You shall indemnify ET immediately upon demand.

8.2 Notwithstanding anything to the contrary contained in the terms and conditions or elsewhere, regardless of the number of claims or the form or cause of action, whether in contract, statute, equity, tort or otherwise.

- ***ET and its customers and licensors shall have no liability for any special, indirect, incidental, liquidated, punitive, exemplary, or consequential damages of any kind while ET and its affiliates, customers and licensors shall have no liability for losses of use, data, profit, revenue, income, business, anticipated savings, reputation and more. Generally, any losses of an economic or financial nature, whether these losses may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim.***
- ***The maximum liability of ET and its affiliates, customers and licensors shall not exceed in the aggregate, the greater of twenty-five U.S. DOLLARS (\$25) OR ten percent (10%) of the amounts you paid relating to the services during the flight in which your claim rose. These provisions apply notwithstanding the failure***

***of the essential purpose of any remedy.***

9. Disclaimers of ET

9.1 You acknowledge and agree that; the Service may be affected by a variety of factors, including but not limited to Your electronic device, network capacity, the number of users on the Service or system at any particular time, aircraft location, signal strength, interference, equipment maintenance and repair, and atmospheric conditions, and ET disclaim all the aforesaid conditions; inflight internet connectivity services, including the Services partake certain inherent risks regarding security, privacy, and confidentiality; ET is not liable nor responsible for any content, communications, acts, omissions, operations, goods, services, or advertising provided by, through or to any third party websites, regardless of whether they may appear on or through the Site or Services; Your communications over the Service may become misdirected or lost for a various reasons due to variations or disruptions to the Services or the internet generally and ET disclaim all the aforesaid conditions; and the terms and conditions allocates certain risks, liabilities, and obligations between our parties as reflected in the pricing of the Services.

9.2 Your use of the service, and the information you provide or access through the service is all at your sole risk.

9.3 The site and services are provided on an “As Is” and “As Available” basis only with all errors, interruptions and faults and without warranties, representations nor conditions of any kind whether express, implied, statutory or otherwise including but not limited to any warranties of workmanship, design, materials, merchantability, fitness for a particular purpose, quiet enjoyment, accuracy, title or non-infringement or any warranties arising from course of performance, course of dealing or usage of service.

9.4 Without limiting the foregoing, ET disclaims all warranties, representations, and conditions that the services will: meet your requirements, be effective, or provide any results; be timely, uninterrupted, secure, error-free, or free from malicious code; provide any speed, capacity, or effectiveness; provide access to any or all third-party



website(s), content, or programs; or be compatible with your computer or other electronic devices.

9.5 ET disclaims all liability for the content, communications, acts, omissions, operations, goods, services, and advertising provided by, though, or to any third party, regardless of whether they may appear on or through the site or services. ET disclaims all liability for any photographs, images, videos, audio, content, music, or creative works that you provide to any third-party service or website.

9.6 ET DISCLAIMS: Any conduct of ET and its affiliates, employees, directors, managers, agents, licensors; performance and non-performance of the terms and conditions; and/or breach of these terms and conditions by whosoever.

9.7 These provisions apply notwithstanding the failure of the essential purpose of any remedy.

## 10. Governing Law and Jurisdiction

10.1 The terms and conditions, regarding their existence, validity or termination and any action related hereto shall be governed, controlled, interpreted, and defined by and under the laws of England without regard to the conflict of law rules. You agree to specifically disclaim the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) or any subsequent revision(s) thereto.

10.2 In the event of any dispute arising out of or in connection with the site, Services or the terms and conditions, you agree to first provide ET with the opportunity to address your apprehensions. You shall cooperate with ET and provide a written description of the dispute, including Your name, address, date(s) of Service, and how and when the problem arose. Such disputes shall be submitted to attention of ET Customer Relation. You agree to reasonably cooperate and communicate amicably with ET for a period of sixty (60) days after ET receives Your written dispute to attempt resolution of Your dispute. In the event any dispute in connection to this terms and conditions or Services cannot be solved amicably, ET and/or You may submit the dispute to the competent courts of England located in London. However, ET may institute any claim or dispute in any other appropriate jurisdiction including but not limited to Ethiopian Courts.

10.3 You irrevocably renounce any arbitration and/or other jurisdiction in connection to their terms and conditions, services, or site use.

## 11. Miscellaneous

11.1 Duration and Survival: This terms and conditions becomes effective upon Your successful registration for an account with the Services and remains in effect until You provide ET with notice that You wish to terminate Your account, or ET terminates Your account pursuant to this terms and conditions. Any Articles herein, which by their nature shall survive the expiration or termination of this contract, shall remain in full force and effect after such expiration or termination, including but not limited to the Disclaimers of ET, Indemnification and limitation of liability and governing law and dispute resolution.

11.2 Entire agreement: The terms and conditions shall constitute the entire agreement with respect to the subject matter herein and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written in respect of such subject matter hereof.

11.3 No delegation and assignment: You shall not assign, delegate, nor transfer this terms and conditions and any rights or claim hereof to any other person or company without ET's prior written consent, failing which such purported assignment or transfer by You shall be null and void. Notwithstanding any delegation, transfer, or assign of Your rights upon ET's prior written consent, you shall be responsible jointly and severally with the assignee or delegate. ET may assign, transfer, delegate any or all of its rights and obligations under the terms and conditions or related to the Service in its sole discretion and for any reason, including but not limited to merger, acquisition, or sale of all or substantially all of ET's assets.

11.4 No waiver: You agree and acknowledge that no failure to exercise, nor any delay in exercising, on the part of ET, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or

remedy.

11.5 Independent Relationship: Nothing herein shall be interpreted to construed, create partnership, joint venture, employment relationship between the Buyer and the Vendor, the Vendor's Agent and/or its staff or workers. The Parties relationship is solely based on independent contractors.

11.6 Severability: In the event the provisions of this terms and conditions shall be deemed invalid, illegal, or unenforceable for any cause or reason whatsoever, such provision shall not affect the validity and enforceability of the other provisions.

11.7 No third-Party Beneficiaries: The contract/terms and conditions shall be solely for the benefit of You and ET and shall not be construed to grant any rights or remedies to any third person or entity.

11.8 Notices: ET may provide notice to You through the Service or by email or hardcopy communication per the information under Your account. All notices or communications from You shall be considered as validly served only if mailed to and receipt acknowledgement:  
(ShebaskyconnectA350@ethiopianairlines.com, ShebaskyconnectB777@ethiopianairlines.com, ShebaskyconnectB787@ethiopianairlines.com)

11.9 English Language: This terms and conditions and all notices, disputes and communications hereof shall be in the English language. If the text of this terms and conditions exists in any language other than English or translates, then the English language shall prevail over all other language versions.

11.10 Force majeure: without prejudice to other provisions herein, ET shall in no way responsible for any of its conduct including but not limited to intentional in case of force majeure events or causes beyond its reasonable control.

11.11 Headings and title: Titles and headings are inserted for convenience only and shall not affect the content of the terms and conditions.

12. Per the D.O.T rule; for payments made in the USA full refund without penalty

is permitted if request is made within 24 hours of the payment.

13. Per the D.O.T rule; passengers are entitled to a full refund if flight is cancelled or significantly changed by the airline.