

## **Welcome to Orbital Connect**

ACCEPTANCE OF THE General Terms and Conditions of the company under the name “MARVIL CG LLC” dba Orbital Connect, hereinafter referred to as “Orbital Connect”, operates the website [www.orbitalconnect.com](http://www.orbitalconnect.com) and its subdomain <https://store.orbitalconnect.com>, hereinafter referred to as the “Website”, and any information or feature (e.g. photographs, texts, graphs) included therein, herein after referred to as the “Material”, for the purpose of presenting to the public information concerning its business activity.

## **Products and Services description**

On its website Orbital Connect offers for sale Satellite connectivity hardware equipment and satellite internet service plans. The hardware equipment offered for sale includes antennas, antenna components, terminals, modems, etc. The satellite internet service plans include postpaid and prepaid satellite internet services.

Orbital Connect is authorized distributor of the companies who manufacture the offered satellite connectivity hardware equipment. Orbital Connect is authorized channel partner of the Satellite Network Operators for the Satellite Internet Service plans offered on the present website.

All the products listed for sale on Orbital Connect’s online store are new and in never used condition.

## **Payment methods and procedures**

Orbital Connect will charge your payment method upon check out. For digital items and Prepaid vouchers, we’ll charge your payment method upon check out and set up a new account or refill your existing account.

For special-delivery items, subject to a customized quote, we’ll charge your payment method when you confirm a delivery terms and conditions applied to the specific order.

However, we will preauthorize your order amount (including for pre-orders) with your payment method at the time you place the order, which may have an effect on your available credit line. If a preauthorization of a pre-order expires before fulfillment, the preauthorization will be reversed and another preauthorization will be made closer to the confirmed availability date.

## **Order Confirmation**

Our order confirmation to you does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. At any time after receipt of your order, we may accept, decline, or place quantity or other limits on your order for any reason. We may impose these limits on a per-person, per-business entity, per-order, or any other basis. If we reject, limit, or otherwise modify your order, we will attempt to notify you using the email address you provide to us. If we cancel an order or part of an order that we’ve already charged you for, we’ll refund you the full amount of the canceled portion of the order.

Some of our products may require additional approval of the order by our Suppliers as well as additional information in regards with the End User country of residence and the purpose of purchase. In these cases Orbital Connect can not be hold responsible for not fulfilling a specific order due to its denial by our Supplier.

### **Disclaimers and Limitation of Liability**

ORBITAL CONNECT PROVIDES THE ORBITAL CONNECT PROPERTIES AND ALL INFORMATION, CONTENT, AND OTHER MATERIAL MADE AVAILABLE THROUGH THE ORBITAL CONNECT PROPERTIES ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY ORBITAL CONNECT PROPERTY WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE.

CUSTOMER ACKNOWLEDGES AND UNDERSATNDS THAT DUE CERTAIN WEATHER, POLITICAL, ECONOMIC AND OTHER CONDITIONS, THE SERVICE MAY BE INTERRUPTED OR UNAVAILABLE IN CERTAIN AREAS FOR LONG PERIOD OF TIME.

ANY WARRANTY ON ANY PRODUCT SOLD THROUGH AN ORBITAL CONNECT PROPERTY IS PROVIDED BY THE MANUFACTURER OF THAT PRODUCT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ORBITAL CONNECT WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ATTRIBUTABLE TO YOUR USE OF ANY ORBITAL CONNECT PROPERTY OR ANY PRODUCT OR SERVICE PURCHASED THROUGH AN ORBITAL CONNECT PROPERTY. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS YOU PURCHASE THROUGH AN ORBITAL CONNECT PROPERTY OR ORBITAL CONNECT GROSS NEGLIGENCE, INTENTIONAL, WILLFUL, RECKLESS OR MALICIOUS MISCONDUCT, OR FRAUD.

### **User Generated Content**

You may interact with Orbital Connect in numerous ways, including Reviews and Ratings, videos, testimonials, and email communication. You hereby grant Orbital Connect a perpetual, irrevocable, royalty-free, transferable right and license to use, modify, reproduce, transmit, publish, display, delete, and distribute any information (except order information sent via email or phone) or materials you share with us throughout the world in any media, including when you allow Orbital Connect to feature text, images and videos shared through social media (e.g., Facebook™, Twitter™, Instagram™, Youtube™ or submitted through our Reviews and Ratings.

### **Intellectual Property**

All of the texts, graphic elements, photographs, trademarks, logos, online structure, are considered content, created for the needs and owned solely by Orbital Connect. This Content

cannot be printed, copied, used for publication or distribution or commercial purposes by anybody without prior written consent of Orbital Connect.

## **WEBSITE TERMS OF USE**

### **Amendment Of The Terms Of Use**

Orbital Connect reserves the right to amend the Terms of Use and any other rule governing the use of the Website in its sole discretion, informing each time about any amendment by posting a notice to this effect on the Website homepage. The Terms of Use shall indicate the date of their latest update. Any continuation of the use of the Website by the User after such a notice constitutes an acceptance of such changes. The use of the Website is subject to the Terms of Use as applicable at the time such use is being made. The User is required to periodically check the Terms of Use in order to be aware of the content thereof and is solely responsible for being so aware.

### **Specific Terms**

In case the use of any service available in the Website is regulated by specific terms of use, such latter terms are considered to be incorporated in the present Terms of Use; however, in case of any discrepancy between the two sets of terms, the specific terms of use of each individual service shall prevail.

### **Orbital Connect uses cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

### **Providing the Requested Services:**

We provide technical and professional support for customers who use our services and contact us for such support. We process the Personal Information where it is necessary for the adequate performance of the contract regarding the requested services.

We also process your personal information for the payment process made in connection with the services you required.

We process this information, as it is necessary for the performance of a contract with our customers or for our legitimate business interest to obtain further knowledge in order to update our services and our solutions.

### **Disclosure to Outside Parties**

Orbital does not and will not share or use customer information other than for strict purposes of conducting and executing a transaction of business with that customer. No other companies or parties are allowed access to any information collected by Orbital Connect except for the purpose of completing an agreement of service with a related service provider.

At our discretion, it may also be required for us to release your information in order to properly comply with the law or protect other users rights, property, or safety. In these cases your information may be released to the proper authorities at our discretion.

Non-identifying visitor information may be provided to other companies at our discretion.

### **Subscribe or Unsubscribe**

You are always in control of your data, and if you choose to receive information from us, or others, you can change your mind later. If, at any time, you would like to stop receiving such information or opt out of a feature, you may notify us by writing to [contact@orbitalconnect.com](mailto:contact@orbitalconnect.com). You should be aware, however, that it is not always possible to completely remove or modify information in our databases and servers, although we will always make reasonable efforts to do so upon your request.

### **Links to Other Websites**

This Website may provide links to other websites. Please be aware that these other websites are not covered by our General Terms or Privacy Policy. The following General Terms and Privacy Policy do not cover the information practices exercised by other providers of products or services, advertisers or other websites, companies or individuals, which are not owned or controlled by Orbital Connect. We suggest that when linking to another website, you always read that website's general terms or privacy policy before volunteering any personally identifiable information.

### **Worldwide Access**

The Website may be accessed from all over the world. The Website may make reference to products or services that are not available in the country of each individual User. Such references do not imply that Orbital Connect intends to make available such products in the said countries. Orbital Connect, a United States of America company subject to the American Law, controls, operates and is responsible for the operation of the Website. Without prejudice to the provisions hereof in connection with Orbital Connect

liability with respect to content, Orbital Connect does not guarantee and accepts no liability as to the lawfulness of the Website, the Material, the products and/or services referred to therein in countries other than United States. When a User accesses the Website from a location outside USA, the User is solely responsible for his/her compliance with local legislation.

## **Hardware Requirements**

In order to use our services you'll need a compatible equipment to enable operation of the Service. It is your responsibility to make sure the equipment and devices being used to connect to the Service have the necessary technical specifications. You are responsible for any fees or charges associated with the device and the use of the equipment. You must ensure your hardware is compatible with the Service. The user shall always seek relevant professional advice before making any financial, legal and/or commercial decisions. Orbital Connect cannot and does not endorse, and cannot be responsible for, the messages, views, opinions and/or recommendations of individuals, users and/or third party organizations.

## **Use of Services and Equipment**

Customer is solely responsible for determining and complying with the licensing requirements in any jurisdiction in which it is operating the Equipment. Customer will be liable for all use or misuse of the Services and/or Equipment hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise. Customers will not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following: (i) accessing or attempting to access Services by using an unauthorized device or by tampering with or altering Equipment; (ii) obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information; (iii) obtaining Services or Equipment without having the intent to pay charges incurred; (iv) intentionally interfering with or causing disruption in the provision of Services or Equipment to other Customers; (v) using Services or Equipment to further criminal activity; (vi) using Services or Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or (vii) using Services or Equipment in a manner that interferes unreasonably with the use of services or equipment by one or more other Orbital Connect customers. Orbital Connect reserves the right to terminate use of the Services of any Customer engaging in abusive or fraudulent use of the Services or Equipment purchased from Orbital Connect.

## **Default and Termination of Services.**

The occurrence or happening of any one or more of the following events will constitute an event of default if not remedied within ten (10) days after notice from Orbital Connect: (i) use of the Services or Equipment in any manner or for any purpose contrary to US or International law; (ii) abuse or fraudulent use of the Services and/or Equipment (iii) failure to make any payments due as invoiced; (iv) discovery by Orbital Connect that any representation or warranty made by Customer in any document furnished by Customer to Orbital Connect is incorrect; (v) breach or violation of any of these Terms and Conditions by Customer; or (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally. In the event of default, Orbital Connect may, at Orbital Connect's sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate Customer's Service without notice. Orbital Connect will bill Customer and Customer will pay Orbital Connect, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, Orbital Connect will incur

no liability whatsoever. Customer will be liable for all costs and expenses incurred by Orbital Connect due to default by a Customer, including but not limited to legal costs. Orbital Connect, may, with no liability whatsoever, suspend or terminate Services and/or Equipment if lawfully ordered to cease operation of such Services and/or Equipment by a state or federal court of law, or any other lawful federal, state or local governmental authority. If at any time during the term of these Terms and Conditions any equipment, facilities, or property used by Orbital Connect or its Suppliers to provide the Services and/or Equipment are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of condemnation or eminent domain, Orbital Connect will have the right, upon written notice to Customer, to terminate the Services and/or Equipment affected by the taking.

### **Applicable Law.**

The laws of State of California and the federal laws of United States applicable therein, without reference to its conflicts of laws jurisprudence, apply to and govern the Quote and the Agreement. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods to the Quote and the Agreement. Orbital Connect will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Network Services in the destination country. In addition, Orbital Connect will have no responsibility for fines associated with Equipment seizure nor for legal ramifications of using Equipment in countries where it is prohibited. Customers are advised to contact the embassy or trade office of the destination country prior to entry into that country.

### **Maintenance**

In all cases Orbital Connect reserves the right at any time to discontinue, on a temporary or permanent basis, the operation of the whole or any portion of the Website for maintenance or upgrading purposes or for any other reason, without incurring any further liability.

### **Security**

Even though Orbital Connect endeavors to ensure the protection of the Website against digital viruses and/or any other type of harmful or destructive files (or programs) designed to interfere with, destroy or limit the functioning of any software or telecom equipment, it nevertheless cannot guarantee that the Website shall never be infected by such features. Therefore, each individual User is responsible for seeing to the integrity and protection of his/her own software systems and equipment and ORBITAL CONNECT has no liability in case Users' software and hardware is infected by viruses and other harmful features as referred to above.

### **User Rights and Obligations**

Basic consumer rights include:

1. the rights to be provided with agreed paid products and/or services
2. to be informed about the terms of ordered and paid products and/or services
3. to be informed about the changes of ordered products and/or services

Users accept and agree that they will make legitimate use of the Website. As an indication, and not by way of limitation, Users undertake that by their use of the Website:

- they shall not act in a manner obstructing and/or preventing the smooth and/or compliant use of the Website and its other connected websites for other users;
- they shall not act in a manner infringing upon the intellectual or industrial property rights held by Orbital Connect or third parties (please read the «Protection of Intellectual Property» section for details on the protection of intellectual property);
- they shall not act so as to mislead a third party with respect to the origin of the Website content and/or to cause damage to the reputation of Orbital Connect;
- they shall not install, transmit and/or spread in any manner whatsoever via the Website digital viruses and/or any other type of harmful or destructive files and/or programs designed to destroy or limit the functionality of any software or telecom equipment or prevent other users from using the Website;
- they shall not install or transmit in any manner unsolicited advertising messages or advertising messages in any form not expressly authorized by Orbital Connect, undesired e-mail messages (spam) and in general they shall not forward undesired information in any manner whatsoever;
- they shall not upload or in any manner transmit material and information that they are not entitled to disclose by virtue of the law or private agreements (e.g. confidential information);
- they shall not act so as to infringe upon the rights or the personality of third parties and in particular in a manner causing injury to a minor;
- they shall not interfere with or jeopardize the security of, or cause in any other manner a failure to the Website, the Material hosted thereat, the source codes of the software therein, the server hosting the Website and/or networks connected to or accessible via the Website or other websites connected to it;
- they shall not pursue a purpose which is prohibited by the present Terms of Use;
- they shall not proceed with action that could constitute or could encourage a conduct that could be considered to be a criminal offence, that could initiate a civil action or otherwise violate any law;
- they shall not post or transmit any material that has a threatening, untrue, misleading, defamatory, injurious, harassing, libelous, obscene, immoral, scandalous, pornographic or blasphemous content. Orbital Connect shall fully cooperate with all law enforcement authorities and shall fully comply with any court judgment requiring or ordering the disclosure of the identity of any person who posts or transmits such information and material;
- they shall not compile e-mail addresses or other details of users from the Website by means of electronic or other means for the purpose of generating undesired commercial or other communication with such users;
- they shall not upload, transmit, store or make available to the public in any manner whatsoever photographs of third parties without obtaining such parties' consent;
- they shall notify ORBITAL CONNECT immediately upon becoming aware of any unlawful or prohibited use of the Website by third parties.

It is explicitly clarified that the use of the Website for advertising purposes or for offers by the User is prohibited, unless there is an express agreement to the contrary entered into with Orbital Connect.

## **Additional Policies**

The following policies also govern your use of Orbital Connect and are incorporated by reference into the Terms:

1. [Shipping, Return and Refund Policy](#)
2. [Privacy Policy](#)

