

## Subscription Contract Conditions

This Subscription Contract is between **Gulf DTH FZ LLC (“OSN”)** and you as detailed in the contracting customer details section of the Subscription Contract Form (the “**Customer**”). In order to receive the Services as detailed in the Subscription Contract Form you agree to abide by the following Subscription Contract Conditions. Reference in this Subscription Contract to “you” or “your” shall refer to the Customer and “we” or “us” or “our” shall be read as reference to “OSN”. References to “include” or “including” include “without limitation”. This Subscription Contract supersedes and replaces any previous contract with Showtime or Orbit, or Orbit Showtime Network, or any other previous contract with the OSN group of companies for commercial subscription services at any time in the past. This Subscription Contract shall become effective, and its terms and conditions binding, as of the Start Date affixed to the Subscription Contract Form and to these Subscription Contract Conditions.

### 1. Definitions

In this Contract:

**Additional Conditions:** means additional terms that vary or supplement these Subscription Contract Conditions. If so applicable, these Additional Conditions will be communicated directly to you from time to time.

**Address:** means the address of the commercial property in the Territory, which you have provided in the property details section of the Subscription Contract Form.

**Bulk DTH:** means a bulk subscription incorporating a minimum of five (5) separate subscriptions for a single Address.

**Channel(s):** means the satellite television and/or radio channels listed and chosen in the Subscription Contract Form.

**Package:** means as the case may be, the combination of Channels that you have selected for viewing at your commercial property being either (i) for a hotel or a multiple unit dwelling systems (MUDs) as specified in the Subscription Contract Form, or (ii) on a Bulk DTH Basis, or (iii) the Public Viewing Package.

**PPV:** means content which may include but shall not be limited to sporting events and/or movies that may from time to time be offered to you by OSN on a pay per view (PPV) basis in accordance with the Subscription Contract Conditions, and more particularly Clause 4, herein.

**Public Viewing Package:** means the package of Channels OSN will provide to you if selected on the Subscription Contract Form for the purposes of viewing by the public in public areas at the Address.

**Reconnection Fee:** means the charge that is applicable and payable by you in the event that you wish to be reconnected after being disconnected further to clause 3(b) below. The Reconnection Fee is specified on the Contract Form but in the absence of such a detail, the Reconnection Fee shall be equal to 500US\$.

**Service(s):** include the satellite media and any other related services provided to you by OSN from the United Arab Emirates and as defined in the Subscription Contract Form. If you elect to change your Package and we \ permit this, the Services will then include the new Package you have selected, in which event the Subscription Payment may change accordingly. OSN shall provide the Services under the brand name “**OSN**”.

**Start Date:** means the date OSN activates the Services, and which corresponds to the contract start date in the contract validity section of the Subscription Contract Form.

**Subscription Contract:** means this contract incorporating the Subscription Contract Form, the Subscription Contract Conditions, the Additional Conditions (if any) and any other documentation referred to herein as being so incorporated from time to time, made between you and OSN setting out the terms on which you shall receive the Services for viewing at the Address.

**Subscription Contract Conditions:** means the terms and conditions of this Contract as may be amended by us from time to time or as otherwise varied or added to by the terms of any additional service you may elect to take from OSN. The term “Subscription Contract Conditions” shall include any Additional Conditions.

**Subscription Contract Form:** means the subscription cover form accompanying this Subscription Contract and intended to be filled and completed in order to define the agreed commercial terms and the Services acquired, and which shall be deemed to form part of these Subscription Contract Conditions and the Subscription Contract.

**Subscription Payments:** means the fees you must pay OSN in order to receive the Services as set out in the Subscription Contract Form or as otherwise notified by OSN to you from time to time.

**Taxes:** means value-added, sales, use, excise, customs duties, withholding or other taxes, fees or surcharges (including, but not limited to regulatory fees or surcharges) relating to the sale, purchase or use of the Services under this Subscription Contract.

**Term:** means the duration of this Contract commencing on the Start Date and ending on the last day of the period specified in the contract duration under the contract validity section of the Subscription Contract Form

**Territory:** means the country named in the Subscription Contract Form where you will receive the Services.

**Total Subscription Payments:** means the total Subscription Payments payable by you under this Subscription Contract during the Term.

### 2. The Service

(a) The Services shall be performed by OSN out of the United Arab Emirates.

(b) We shall provide and you shall use the Services subject to these Subscription Contract Conditions and this Subscription Contract. We will provide the Services to you from the Start Date provided that you fulfill any installation, set up, payment or activation requirements that may be necessary before OSN can provide you access to Services. We will continue to provide the Services during the Term unless you are in breach of any of the Subscription Contract Conditions, or unless this Subscription Contract is terminated as set out below.

(c) This Subscription Contract shall only entitle you to use the Services at the Address in the Territory and in the manner envisaged hereunder only. Your right to use the Services, is personal to you at the Address and may not be sold, leased, transferred, accessed or used other than as set out in this Subscription Contract.

### 3. Subscription Payments

(a) You agree to pay OSN the full Subscription Payments, as may be amended from time to time, in accordance with the payment terms specified in the Subscription Contract Form and the invoice sent to you by OSN.

(b) If at any time you have failed to pay any of the payments you owe to OSN (including but not limited to any Subscription Payment) we can immediately suspend and/or disconnect the Services and terminate the Subscription Contract. OSN reserves the right to apply a rate of interest (up to the maximum amount permitted by law) upon and against any overdue payments outstanding after the corresponding payment due date. We reserve the right to charge you a Reconnection Fee should you wish to reconnect the Services after suspension or disconnection.

(c) Subscription payments are exclusive of all applicable Taxes. You agree and undertake to pay and discharge all rates, taxes, duties and charges whatsoever imposed by any competent government or public authority in the Territory, which are now or may hereafter be imposed or payable in respect of performance under this Subscription Contract. All such payments made by you shall be made free and clear of (and without deduction or withholding for) any income, stamp or other taxes, charges, fees, deductions or withholdings. If you determine that any such taxes, charges, fees, deductions or withholdings are required to be withheld from any amounts payable to OSN under this Subscription Contract, you shall increase the amounts payable to the extent necessary to yield to OSN the amounts set forth in this Subscription Contract.

### 4. Your Package

(a) The programs and/or other content that we provide as part of your Package are primarily supplied by third parties to OSN and their availability is outside our control. Consequently OSN accepts no responsibility for the content and/or availability of such programs or the Channels and we reserve the right to withdraw or replace any Channel or advertised programs, or reduce or change the number of hours of any Channel’s broadcast at any time without prior notice.

(b) If you elect to change your Package and we permit you to do so, you agree to immediately pay the then current Subscription Payments corresponding to such new Package as invoiced by OSN to you. Any upgrade of your Package shall remain governed by these Subscription Contract Conditions.

(c) We will carry out upgrade services to your Package upon receipt of such request, provided the payment terms and other terms relating to such upgrade or service request are met by you in accordance with this Subscription Contract.

(d) Downgrade by you of the Services will not be allowed during the Term.

### 5. Our Liability

We (and/or any associated company in our group of companies from time to time) will not be liable under this Subscription Contract for:

Approved by OSN Legal/ZS/10 May 2016

- (a) any fault (howsoever caused) in any equipment you may use to access/receive the Services from time to time;
- (b) our failure to provide the Services caused by events outside of our reasonable control;
- (c) any charges or other fees payable by you to any internet or other service provider for use of the internet or other services as may be required to access the Services;
- (d) any loss or damage caused by employees of OSN or our 3rd party suppliers in circumstances where: (i) there is no breach of a legal duty of care owed to you by us or any of our employees or 3rd party suppliers; (ii) such loss or damage is not a direct or reasonably foreseeable result of such breach; or (iii) any increase in loss or damage results from a breach by you of any terms of this Subscription Contract.

#### **6. Copyright and Intellectual Property**

- (a) All present and future copyright, trademarks, design rights, patents, and any other intellectual property rights (registered and unregistered) in and on the Service is owned and/or controlled by OSN. Nothing in these Conditions grants you a right or license to use any trade mark, design right, patent, or copyright material owned or controlled by OSN or any other third party except as expressly provided in the Conditions.
- (b) You must not and you may not assist anyone to, or attempt to, reverse engineer, decompile, disassemble, adapt, modify, copy, distribute copies, download, upload or attempt to engage in hacking to access the Service or to reproduce, lend, hire, rent, perform, sub-license, make available to the public (other than as expressly agreed under this Subscription Contract), create derivative works from, broadcast, commercially exploit, transmit or relay any part of the programs or Channels provided to you as part of the Services. You may only use the Service for public viewing purposes if you have selected the Public Viewing Package and then only to the extent of the Public Viewing Package and then only to the extent of the Public Viewing Package.
- (c) You may not directly or indirectly charge others for accessing, viewing or listening to any of the programs or Channels provided to you as part of the Services, or commercialize or attempt to re-sell the programs or Channels provided to you as part of the Services in any way, which includes advertising or selling any goods and services which offer the programs or Channels provided to you as part of the Services.
- (d) The Services are embedded with technology that we can use to identify any unauthorized use or illegal copying of any television programming (or other content) received by you through your subscription. In the event that we are able to identify you as the source of any illegal copying or unauthorized reception of programming or Channels delivered to you under the Services, OSN shall be authorized without notice to: (i) suspend and/or terminate this Contract; and (ii) shall co-operate with (including by providing your details and your Address) any owner/licensor of copyright in the illegally copied program or Channel for the purpose of reporting to the Police and prosecution of such offence.
- (e) Any breach of this Clause 6 may infringe the intellectual property of third parties in the programs and/or Channels provided as part of the Service. You will be responsible for any claims made against us for losses we may suffer as a result of actual or claimed intellectual property infringement committed by you or any other person in relation to the Services, and for which you hereby indemnify us to the full extent of such losses.
- (f) We hereby reserve all rights we have at law and under the terms of this Subscription Contract in respect of any intellectual property infringement specified in this Clause 6.

#### **7. Changes and Additional Conditions**

- (a) You acknowledge and agree that OSN may vary this Subscription Contract where it is reasonable to do so at any time. OSN may amend from time to time or as otherwise varied or added to by the terms of any special promotional offers we may grant to you or any additional service you may elect to take from OSN and as otherwise set out below and in the Subscription Contract Form.
- (b) If any Additional Conditions are made, they will be notified to you. If there is any inconsistency between these Subscription Contract Conditions and the Additional Conditions, the Additional Conditions shall prevail.

#### **8. Transfer of Agreement**

- (a) OSN reserves the right to partly or wholly transfer the rights and/or the obligations under this Subscription Contract to a third party at any time during the Term and without notice. You may not transfer your rights or obligations under this Subscription Contract to any third party.

- (b) This Subscription Contract is personal to you and no third party is entitled to benefit under this Subscription Contract except pursuant to Clause 8(a) above.

#### **9. Cancellation/Termination**

- (a) This Subscription Contract is valid for the Term subject to our right to terminate without notice and with immediate effect, at our sole discretion. If OSN terminates this Subscription Contract prior to the expiry of the Term for reason other than your breach of the Subscription Contract Conditions, OSN will reimburse you a pro-rata amount of any pre-paid payments or unused Subscription Payments.
- (b) You may not, at any point during the Term and under any circumstance whatsoever, terminate this Subscription Contract. If this Subscription Contract is terminated by you, or by OSN due to your breach of the Subscription Contract Conditions prior to the expiry of the Term OSN shall be entitled to charge you any outstanding Subscription Payments you may owe us under this Subscription Contract and/or retain any Subscription Payments already paid by you in respect of the remainder of said paid period.
- (c) Upon termination of this Subscription Contract your subscription to the Services shall be cancelled and you shall not be entitled to receive any of the Services.

#### **10. Piracy**

You acknowledge that the provision of unauthorized access to the Channels or any program or other content on the Channels through any means is an illegal act that causes OSN considerable damage. In the event that OSN determines that you are or were engaged in the unauthorized access/distribution of the Channels or any part thereof at any time, OSN is authorized to immediately terminate your access to the Channels. In the event OSN terminates your access to the Channels due to piracy:

- (a) OSN will remain authorized to charge you for the balance of the Subscription Payment due for the remainder of the Term, which you agree is reasonable. Under no circumstances will you be refunded any part of the Subscription Payment if your Service is terminated due to your engagement in the unauthorized access/distribution of the Channels.
- (b) IN ADDITION, OSN RESERVES THE RIGHT TO SEEK REASONABLE COMPENSATION EQUIVALENT TO A MINIMUM OF \$1,200 FOR DAMAGES INCURRED AS A RESULT OF EACH INDIVIDUAL PIRACY ACT DIRECTLY LINKED TO YOUR OSN SUBSCRIPTION OR ACTIONS, TO RECOUP COMPENSATION FOR THE REDISTRIBUTION OF THE CHANNELS AND/OR THE PROGRAMMING, OR OTHER CONTENT ON THE CHANNELS, OR ANY OTHER COPYRIGHTED MATERIALS, SUCH AMOUNT BEING A GENUINE PRE-ESTIMATE OF THE LOSSES OSN HAS SUFFERED AS A RESULT OF YOUR PIRACY ACT.
- (c) OSN reserves the right to refer you to the relevant authorities for criminal prosecution, including imprisonment and fines, in accordance with the law or to take any other action that is legally available to compensate OSN for your actions.

#### **11. Language**

This Subscription Contract has been negotiated and drafted in the English language. If any ambiguity in the translated Arabic text (if any) or any disagreement concerning the Arabic text develops, it shall be resolved by sole reference to the English text.

#### **12. Law and Jurisdiction**

- (a) This Subscription Contract and any dispute or claim arising out of or in connection with it is governed and shall be construed in accordance with the laws of the Emirate of Dubai and more generally the laws of the United Arab Emirates. Any dispute arising out of or in connection with this Subscription Contract shall be subject to the exclusive jurisdiction of the DIFC Courts.
- (b) Notwithstanding the foregoing, either party to this Subscription Contract shall have the right to apply to any court of competent jurisdiction for provisional relief, a temporary restraining order, temporary injunction, permanent injunction and/or order of specific performance, as may appear reasonably necessary to preserve the rights of either party.

#### **Read and Agreed by Customer**

---