

OSN Online Customer Terms and Conditions

The following are the terms and conditions which apply to your subscription to OSN and which supersede and replace any previous terms and conditions between you and OSN or any member of the OSN group of companies at any time in the past. These Conditions, and the Contract of which they are part, shall become effective and shall be binding on you and us from the date on which you submit the Application Form.

1. Definitions

Reference in these terms and conditions to “you or “your” means the Customer (as defined below) and “we” or “us” or “our” means OSN (as defined below).

Additional Conditions: additional terms which vary or supplement these Conditions with respect to your MyOSN Account. Additional Conditions will be set out, and therefore notified to you, at your point of access to your MyOSN Account.

Additional Period: has the meaning given to it in clause 2(b).

Address: means the address of your private residence in the Territory which you have notified to us in the Application Form.

Application Form: means the OSN online application forms completed by you.

Cancellation Fee: means an amount of US\$150.00 payable to OSN.

Channel(s): the television and/or internet content we may include in any Packages and/or the a la carte and/or PPV and/or online content we may offer during the Term. The Channels and content available within them on television and /or the internet may vary during the Term.

Commencement Date: means the date OSN activates the Smart Card to enable you to receive the Service.

Conditions: the terms and conditions set out in this document entitled “OSN Online Customer Terms and Conditions” as amended or varied from time to time in accordance with these terms and condition, and Conditions shall include any Additional Conditions.

Contract: the Application Form and the Conditions and any other documentation referred to in the Application Form or Conditions.

Devices: any authorized devices you register, by virtue of an eligible subscription to Subscription Services and the creation of a MyOSN Account, to access OSN Play. (OSN Play may not be available on every type of device.)

Equipment: means the Set Top Box, Smart Card, Satellite Dish and related equipment (or any of them) supplied to you by an OSN approved third party, the use and return of which are governed by the Conditions.

IP Address: an Internet Protocol (IP) address is a numerical label assigned to each device (e.g., computer, printer) participating in a computer network that uses IP for communication.

IP Spoofing: the creation of Internet Protocol (IP) packets with a forged source IP Address, called spoofing, with the purpose of concealing the location or identity of the sender or impersonating another computing system.

Minimum Term: means the initial period of subscription to the Services as set out in the Application Form, commencing on the Commencement Date.

MyOSN Account: an online account which can be established by you by visiting www.osn.com and following the instructions for the creation of a MyOSN Account.

OSN: means Gulf DTH FZ-LLC a limited liability company incorporated in accordance with TECOM law No.1 of 2000 in the Dubai Technology, Electronic Commerce and Media Free Zone under commercial license number 30993, with registered office at OSN Building, PO Box 50221, Dubai Media City, United Arab Emirates.

OSN Play: OSN's digital platform allowing you access to streaming content on Devices in accordance with your choice of Package and after registration of your MyOSN Account and in accordance with the conditions herein. . The streaming content available to you on OSN Play will depend on the Package you have subscribed for and may vary from the content available through your Subscription Services. OSN at its sole discretion may vary the number of Devices that may be linked to a MyOSN Account at any time.

OSN Play Territories: Afghanistan, Algeria, Bahrain, Chad, Djibouti, Egypt, Iran, Iraq, Jordan, Kuwait, Lebanon, Libya, Mauritania, Morocco, Oman, Palestine, Qatar, Saudi Arabia, Somalia, South Sudan, Sudan, Syria, Tunisia, United Arab Emirates, and Yemen, provided that access to OSN Play in the OSN Play Territories may vary and OSN may suspend OSN Play availability in some of the OSN Play Territories at its sole discretion. You will not have access to the content offered on OSN Play outside the OSN Play Territories.

Package: the program package and other services you have selected in the Subscription Services section of the Application Form.

Payment Option: the payment option elected by you in the Application Form.

Plugins: in computing, a plug-in (or plugin) is a set of software components that adds specific abilities to a larger software application.

PPV: means content offered to you by OSN on a pay per view basis in accordance with the Conditions.

Replacement Cost: means the amount of US\$250.00 payable pursuant to Clause 7(d) below.

Satellite Dish: the satellite dish supplied to you as part of the Equipment which must be installed only by the technicians of an OSN approved third party.

Services: include the Subscription Services, the Package, OSN Play, the MyOSN Account and all the other associated services that OSN may make available to you as an OSN subscriber. If you elect to change your Package and we permit this, the Services will reflect the new Package you elect for.

Set Top Box: the specific hardware provided to you by an OSN approved third party incorporating a digital satellite decoder using an authorized conditional access (encryption) system (including the remote control, manual and associated TV cables) and any additional DVR technology included from time to time.

Smart Card: the card that permits you to view the Subscription Service when used with a Set Top Box.

Subscription Payments: the fees you must pay us in order to receive the Services as set out in the Application Form or as otherwise notified by OSN to you.

Subscription Services: is the service you have elected to subscribe to in your Application Form which enables you to view the Package in a specific Territory with a Set Top Box.

Term: means the Minimum Term together with any additional periods in accordance with clause 2(b) below.

Territory: means the country named in the Application Form.

2. The Service

(a) We shall provide the Services to you for the Term subject to the Conditions, and to you fulfilling any set up, payment or activation requirements that may be necessary to allow OSN to provide you access to the Services.

(b) Subject to clause 17 and clause 2(c), your Contract shall automatically renew at the expiry of the Minimum Term and any subsequent extensions thereof for an additional period equal to the Minimum Term (an “**Additional Period**”).

(c) For cash payment subscribers, the Contract shall not renew automatically at the end of the Minimum Term unless payment has been received to renew the Contract for a new Minimum Term.

(d) This Contract shall only entitle you to (i) use OSN Play on the Devices in the OSN Play Territories and/or (ii) use the Subscription Services at the Address in the Territory, and in each case for private residential usage only and in accordance with the Conditions and the Privacy Policy and Terms of Use of OSN.

(e) OSN Play access shall automatically cease on the termination of Subscription Services.

3. Subscription Payments

(a) You agree to pay us the full Subscription Payments as may be amended from time to time in accordance with the Payment Option you have chosen.

(b) If you have elected the credit card or direct debit Payment Option we will collect the Subscription Payments and any other amounts due automatically from your account monthly from the Commencement Date and for the duration of the Term.

(c) We may change your Subscription Payments at any time by giving you a minimum of one (1) month prior notice (by any means at our sole discretion). We may also change your Subscription Payments (i) if any law or regulatory authority requires us to change any aspect of our pricing which affects your Subscription Payments or (ii) if you change your Package as provided in clause 10 below.

(d) If you fail 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, require the return of the Equipment to the OSN approved third party who supplied it to you and terminate the Contract.

(e) You authorize us to alter your credit card or direct debit instructions if your Subscription Payments change for any reason. Additionally, you authorize us to charge to your credit card or debit card, during or after the Term, any other payments due under this Contract (including, without limitation, any Cancellation Fee or Replacement Costs).

(f) We may contact you to inform you of special promotional offers or initiatives such as a loyalty program from time to time during the Term and you hereby acknowledge and agree that we may collect, retain/store, share, and make use of, your contact details and personal information for these purposes. These special promotional offers may not be used in conjunction with any other offer from OSN. OSN reserves the right to amend/cancel any special promotional offers for any reason. OSN is not obligated to offer the same special promotional offers at the time of commencement of any Additional Period in accordance with Clause 2(b).

(g) Where your Payment Option is credit card you undertake and agree to maintain at all times throughout the Term the validity of such credit card and the authority for OSN to collect the payments due hereunder (including, without limitation, any Subscription Payments, Cancellation Fee and/or Replacement Cost). You agree to notify us immediately if the credit card provided to OSN expires, terminates or otherwise becomes invalid whereupon you shall immediately provide us with a valid and authorized replacement credit card number, together with expiry date and issuing bank name from which we shall be authorized to collect the payments due hereunder (including, without limitation, any Subscription Payments, Cancellation Fee and/or Replacement Cost). In the event you have not so notified OSN, you hereby authorize OSN to directly contact the issuing bank for your credit card from time to time during the Term and request, and you hereby authorize and agree, that the issuing bank for your credit card shall directly provide OSN with your credit card number (and any replacement credit card number) together with expiry date. In addition, in the event you have not so notified OSN, and OSN have been unable to collect any payment which is due and outstanding, we may suspend your access to the Services until after OSN have received such replacement credit card details and any such outstanding payments from you, failing which we reserve the right to terminate the Services.

(h) Where your Payment Option is direct debit from your bank account, you agree not to close your bank account during the Term. Without prejudice to the foregoing, in the event that your bank account is closed during the Term you hereby authorize OSN to directly contact your bank from time to time during the Term and request, and you hereby authorize and agree, that your bank shall directly provide OSN with any other bank account number in your name which you agree shall be used in substitution for the previous bank account number for the direct debit payment authorizations made by you in this Contract. In the event you have not so notified OSN, and OSN have been unable to collect any payment which is due and outstanding, we may suspend your access to the Services until after OSN have received such replacement bank account details and any such outstanding payments from you, failing which we reserve the right to terminate the Services.

(i) Subscription Payments made by you are exclusive of all applicable Taxes, levies or duties of whatsoever kind imposed on the amounts charged by OSN to you for the Subscription Payments. Any applicable Taxes on the Subscription Payments made to OSN due to the applicable tax laws or arising out of the change in applicable tax laws will be paid by you. OSN accepts no liability whatsoever for the payment of such Taxes.

4. PPV

(a) To purchase any content via PPV, you must subscribe to a Package that includes PPV.

(b) You may purchase PPV content via our website, by SMS or by phone for viewing, as applicable, on a Device or a television.

(c) You hereby authorize us to charge any payment for these services under the Payment Option that you have selected in the Application Form.

(d) OSN will not be liable for any failure to provide any PPV content because of reasons outside our reasonable control or because of anything for which we have excluded liability under clause 10 of this Contract.

5. The Equipment

(a) The Equipment will be leased to you in consideration for a payment and subject to the Conditions of this Contract. The Equipment will continue to be provided during the Term on this basis, unless you are in breach of any of the Conditions, or unless this Contract is terminated as set out below.

(b) You are only entitled use the Equipment at the Address in the Territory for residential viewing purposes and in accordance with these Conditions, and any other relevant terms of use of which we may provide notice from time to time. Your right to use the Equipment is personal to you and may not be sold, leased, transferred, accessed or used other than as set out in this Clause.

6. Your Smart Card

(a) To receive the Service, an activated Smart Card, a Satellite Dish and a Set Top Box are required. The Smart Card must be kept in your Set Top Box at all times and the Set Top Box must be connected to a mains supply and the Satellite Dish and be in stand-by mode when not in use.

(b) You can only use the Smart Card with the paired Set Top Box and at your Address and you must only use it for private viewing purposes. You must not use it in a hotel, motel or other licensed premises, club, office, retail premise or similar place or for any type of public performance purposes at the Address.

(c) For security reasons your Smart Card shall be replaced from time to time. We shall advertise when Smart Cards are to be replaced and shall try to send you a new Smart Card before the old one becomes invalid.

(d) The Smart Card shall remain the property of the OSN approved third party who supplied it after it is sent to you and if requested by us, you shall return it as directed after this Contract terminates for any reason or when a replacement is sent to you.

(e) You may not transfer, hire out, lend or otherwise hand over the Smart Card. You are responsible for ensuring that the Smart Card provided is kept securely, used carefully and only in accordance with these Conditions.

(f) The Smart Card must not be used outside the Territory. Any change of Address must be notified to OSN immediately. You must not tamper with your Smart Card or other Equipment or use them for anything we do not authorize.

(g) If you are late in any payments owed to us or if we believe you are using the Smart Card or other Equipment in any way which we have not authorized or if it is necessary to protect the security of our conditional access system we may make the Smart Card invalid without prior notice to you.

(h) For the creation of a valid MyOSN Account for access to OSN Play you will require your Smart Card number.

7. The Set Top Box

(a) Where we have supplied you with a Set Top Box under this Contract, the Set Top Box shall remain the property of the OSN approved third party who supplied it at all times and subject to you complying with your obligations hereunder shall be leased to you during the Term. You have no right to sell, remove, relocate, give away, alter or tamper with such Equipment, or tamper with or alter any evidence of ownership of the Equipment.

(b) You shall not insert any unauthorized smart card into the Set Top Box or attempt to dismantle either the Set Top Box or Smart Card. Any such unauthorized use of the Set Top Box or Smart Card shall entitle us to terminate this Contract and/or charge you the Replacement Cost in the event that the Set Top Box and/or Smart card is damaged.

(c) You agree to keep the Set Top Box in a clean, safe environment at your Address free from any dust, dirt and moisture and operate the Set Top Box in accordance with the manual provided.

(d) In the event you cancel the Contract or the Contract otherwise expires or is terminated by us, you agree to immediately return the Set Top Box and Smart Card and any other Equipment to the OSN approved third party who supplied it. If you do not return the Set Top Box and Smart Card and any other Equipment within thirty (30) days of cancellation, expiry or termination of this Contract in good working condition and free from damage (fair wear and tear excepted) you agree to pay the Replacement Cost.

(e) OSN shall be entitled to up-date the software in your Set Top Box by downloading additional signals via satellite to the Set Top Box without prior notification. The software in the Set Top Box is and shall remain at all times hereafter an integral part of the Set Top Box. The downloading of the software may disrupt the appearance and operation of the Service and/or the Equipment. You agree to co-operate with any instructions issued to you in respect of the up-dating of the software in the Set Top Box.

(f) It is agreed and understood that, if applicable, any set top box security deposit paid under any previous and directly related contracts, has been waived upon acceptance of these Conditions.

8. Lost, stolen or malfunctioning Equipment

(a) If any Equipment is lost, stolen or damaged you must immediately contact OSN for further instructions. You agree that the Replacement Cost may be charged to your Payment Option if any Equipment is lost, stolen or damaged.

(b) If any of the Equipment does not work you must notify us and if you return it, and the notification and return takes place within a twelve (12) month period of the date of installation pursuant to clause 18, the OSN approved third party who supplied it shall replace it free of charge if it was defective when supplied to you or as a result of a defect covered by the manufacturer's warranty. If the Smart Card or Set Top Box is defective or damaged in any other way or circumstance or is not returned you agree that the Replacement Cost may be charged to your Payment Option.

9. OSN Play

(a) All Customers with a valid subscription to the Services and who are eligible and who are direct OSN subscribers may create a MyOSN Account. If you are eligible and have a valid and existing subscription to Subscription Services, you may create a MyOSN Account.

(b) OSN may at its discretion permit the customers of specified cable operators access to OSN Play. Please check with your local cable provider.

(c) Your MyOSN Account may be set up by visiting www.osn.com and following the instructions for the creation of a MyOSN Account. The MyOSN Account will allow access to OSN Play and shall also allow you to manage your OSN subscription online.

(d) If you are eligible, you will be able to access OSN Play on a limited number of Devices. The Conditions apply to your use of your MyOSN Account and access to OSN Play and other Services accessed through any Device.

(e) You are solely responsible for paying all expenses you may incur when you access or use OSN Play or access or download any part of OSN Play including charges levied by your internet or data service provider, whether for subscription or use of data, together with all costs of the equipment and software you need to connect to OSN Play. OSN makes no guarantee that your equipment or software will be compatible with OSN Play and shall not responsible if it is not.

(f) OSN does not guarantee that OSN Play will always be available or be uninterrupted, secure or free from bugs, errors, omissions or content that might be harmful for the proper functioning of any device or other equipment used to access it.

(g) You agree not to use your MyOSN Account to distribute any software viruses or other harmful programs in accordance with Privacy Policy and Terms of Use on www.osn.com.

(h) You are solely responsible for keeping your MyOSN Account username and password confidential and you are responsible for all activity that occurs under your MyOSN Account. Access to and use of your MyOSN Account and OSN Play is non-transferable.

(i) You are responsible for enabling and/or installing any required Plugins, addons and/or other software required to access OSN Play on your equipment and to follow any instructions from OSN in support of uninterrupted viewing.

(j) OSN may suspend or terminate your access to the OSN Play service without notice at any time or may suspend or terminate the Services if in its sole discretion your use of OSN Play is in excess of what amounts as fair usage of the OSN Play Service or if in its reasonable opinion you are using your MyOSN Account and OSN Play in violation of any of the Conditions.

(k) Non availability, suspension or termination of access to OSN Play and/or MyOSN Account shall not give you any cause of action for refund of any Subscription Payments or other amounts due and payable by you under the Contract.

(l) OSN may allow you to create sub accounts to the primary MyOSN Account ("**OSN Play Sub Account**"). The number of these permitted OSN Play Sub Accounts will be determined by OSN at its sole discretion either at the time of creation of the MyOSN Account or during the period that it is active. All accounts including the OSN Play Sub Account will have features such as parental controls. It will be the sole and absolute responsibility of the person named in the Application Form to manage and monitor the use, creation and access of all persons to the Services including but not limited to MyOSN Account and OSN Play. The use of all OSN Play Sub Accounts shall be subject to these Conditions including for the avoidance of doubt the Privacy Policy and Terms of Use.

(m) If there is any conflict between Additional Conditions and these Conditions, the Additional Conditions will prevail. Your acceptance of Additional Conditions will be deemed by OSN when you first access OSN Play or the MyOSN Account following issue of the Additional Conditions.

10. Your Package

(a) The programs that we provide as part of the Services 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 any particular content or Channel and we reserve the right to withdraw or replace any Channel or content, or reduce or change the number of hours of any Channel's broadcast, at any time without prior notice.

(b) Subject to Clause 10(d), if you elect to change your Package or to take additional Services, for instance to add additional Service (e.g. a la carte or PPV), and we permit you to do so, you agree to immediately pay the then current Subscription Payments corresponding to such new Package and/or Services.

(c) We will carry out changes to your Package and/or Services within forty eight (48) hours of receipt of such request, provided any additional Subscription Payments or amount due in relation to such changes are paid by you.

(d) Downgrade services will not be allowed during the Term.

11. Our Liability

Neither OSN, nor any OSN approved third party (as applicable) will be liable under this Contract for:

(a) any fault in any of the Equipment caused by your tampering with it, your negligence or failure to follow our instructions;

(b) use of the Smart Card in any set top box not supplied by an OSN approved third party or conversely, the use of any smart card or any other device not supplied by an OSN approved third party in the Set Top Box;

(c) any fault in a Set Top Box or other receiving equipment you use which was not supplied by an OSN approved third party;

(d) our failure to provide the Service or OSN Play Service caused by events outside our reasonable control;

(e) any bugs or content that might be harmful for the proper functioning of your digital device as a result of you accessing OSN Play;

(f) any software malfunction encountered by you in accessing OSN Play;

(g) any charges or other fees payable by you to any internet service provider for use of the internet as may be required to access the Services (including OSN Play);

(h) your inability to use the Services, where applicable, as a result of your failure to gain access to the internet whether through an inadequate internet connection, insufficient bandwidth, or otherwise; and

(i) any loss or damage caused by our employees or subcontractors 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 subcontractors;

(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 Contract.

12. Copyright

(a) All present and future copyright, trademarks, design rights, patents, and other intellectual property rights (registered and unregistered) in and on the Service and/or the Equipment is owned and/or controlled by OSN and/or an OSN group company. Nothing in these Conditions grants you a right or licence to use any trade mark, design right or copyright 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 or attempt in IP Spoofing /hacking, whether or not using the Equipment, to access the Services or to reproduce, lend, hire, rent, perform, sub-licence, make available to the public, 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 Services and/or Equipment for private use and it must not be accessible by the general public or in a communal viewing area.

(c) You may not directly or indirectly charge others for accessing, viewing or listening to any of the of the programs or Channels provided to you as part of the Services, or commercialise 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 including any third party software application.

(d) The Smart Card is embedded with a unique identification number that we can use to identify any unauthorized use of the Equipment or illegal copying of programming or Channels received through the Equipment. In the event that the Smart Card identification number is identified as the source of any illegal copying or being used for unauthorized reception of any content or Channels delivered to you under the Services, we shall be authorized without notice to (i) suspend and/or terminate this Contract; and (ii) co-operate with (including by providing your details and your Address) any owner/licensor of copyright in the illegally copied content or Channel for the purpose of prosecution of such offence.

(e) The MyOSN Account is unique to each Subscriber and we can identify any unauthorized use of OSN Play or illegal copying of programming. In the event that the MyOSN Account is identified as the source of any illegal copying or being used for unauthorized reception of content delivered to you under the

Service, we 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 for the purpose of prosecution of such offence.

(f) We may disable or alter some functions of the Equipment or the MyOSN Account or OSN Play to prevent you from copying certain programs in order to prevent the unauthorized copying of such Services. If the Equipment or the MyOSN Account or OSN Play allow copying of these materials, which we are bound by copyright to prevent, then at our sole and absolute discretion and without prior notice or warning, we may prevent you receiving all or any part of the Services, including by disabling all or part of the Equipment.

(g) Any breach of this clause 12 may infringe the intellectual property of third parties in the programs and 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 copyright infringement committed by you or any other person using the Equipment or your MyOSN Account in relation to the Services, for which you hereby indemnify OSN to the full extent of such losses.

(h) We hereby reserve all rights we have at law and under the terms of this Contract in respect of any copyright infringement specified in this clause 12.

13. Parental Guidance

(a) You confirm you are 18 years of age or older.

(b) The Services you have chosen may contain programming or other content you consider unsuitable for young audiences. If you permit a child to access, view or listen to the Services, including, without limitation, OSN Play, you are solely responsible for deciding whether or not that programming or other content is appropriate for that child to view and OSN shall not be liable for that decision. This clause pertains to use of all Services provided by OSN.

(c) You agree that the use of our Services, including but not limited to the viewing of Packages and/or creation and use of MyOSN Account, OSN Play and/or the OSN Play Sub Accounts shall be your responsibility and shall be subject to these Conditions.

14. Data Protection and Privacy

OSN is committed to protecting your personal information and no personally identifiable information will be shared with any third party, other than as described at clause 3(f) of these Conditions or in furtherance of this Contract and/or in order to facilitate and/or improve our delivery of the Services to you. OSN's Privacy Policy can be viewed at www.osn.com and forms part of these Conditions as may be applicable. By accepting these Conditions you are accepting the terms of the Privacy Policy.

15. Changes and Additional Conditions:

(a) OSN may vary or amend the terms of your Contract at any time (i) where it is reasonable to do so and/or (ii) to add or vary terms applicable to any special promotional offers we may grant to you. You agree that we may give you notice of such variation or amendment by any means (at our sole discretion) including, without limitation, by publishing the revised terms on www.osn.com or by SMS or by message to any Equipment or Device you use to access/receive the Services and you agree that such notice is sufficient to give effect to the amendment or variation.

(b) The terms of your Contract will be deemed amended to reflect any additional Services you elect to take from OSN UAE as contemplated by these Conditions. You agree that we are entitled to rely on any form of instruction from you (including, without limitation, verbal instructions) as binding confirmation of your election to take additional services from OSN UAE (including, without limitation, any additional Package(s) or any variations to any existing Package(s)) and to make additional Subscription Payments to OSN UAE in relation to such services.

16. Transfer of Agreement:

(a) OSN reserves the right to partly or wholly transfer the rights and/or the obligations under this Contract to a third party at any time during the Term. You may not transfer your rights or obligations under this Contract to any third party.

(b) This Contract is personal to you and no third party is entitled to benefit under this Contract except pursuant to clause 16(a) above.

17. Cancellation/Termination

(a) This Contract is valid for the Term subject to our right to terminate without notice and with immediate effect, at our sole discretion.

(b) If OSN terminate this contract prior to expiry of the Term for reasons other than your breach of the Conditions or your early cancellation (see clause 17(c) below), OSN will reimburse you a pro-rata amount of any pre-paid payments or unused Subscription Payments.

(c) If you decide to cancel the Contract prior to the expiry of the Term, you must provide written notice to OSN to inform us of your intention to terminate the Contract on thirty (30) days prior notice. Any such cancellation by you will take effect from the last day of the paid period following expiration of your notice of cancellation. Under no circumstances will you be eligible for any refund of money already paid.

(d) If this Contract is terminated prior to expiry of the Term by you pursuant to clause 17(c) or by us due to your breach of the Conditions, (i) we shall not be obliged to refund any Subscription Payments or other payments made you and (ii) we shall be entitled to charge you the Cancellation Fee in addition to any other amounts you may owe us hereunder, including, for the avoidance of doubt, any amounts due under clause 7 above.

(e) Upon termination of this Contract your Smart Card and your MyOSN Account shall be made invalid and you shall not be entitled to receive the Service.

(f) Certain packages and promotions offered by OSN from time to time may have an optional or required minimum term commitment. If you cancel the Service or Package before completion of such prescribed minimum term, you may be required to pay early cancellation fees.

18. Installation

(a) Where you have requested installation of the Equipment, upon our acceptance of your Application Form, an OSN approved third party shall contact you to arrange a time to install the Equipment at your Address.

(b) You must ensure that all necessary consents have been granted by your landlord, building owner and/or any applicable local government authority for installation of the Equipment. You must provide the OSN approved third party with access to your property at your Address on the agreed installation date in order to install the Equipment.

(c) If your installation requires additional cabling or brackets or other equipment or works beyond what is normally required for a standard installation, you shall be advised of this and you agree to pay any additional amounts required for such additional works and/or equipment.

(d) All Equipment installed by an OSN approved third party comes with a warranty against faults for a period of twelve (12) months from installation. The warranty does not cover faults arising from misuse, accidental or deliberate damage, cosmetic damage which does not affect the functionality of the Equipment and damage caused outside the reasonable control of OSN and its suppliers. At our discretion, any faults shall either be repaired or the Equipment replaced with similar equipment (new or refurbished).

19. Additional Subscription

(a) Where we agree to provide you with additional Subscription Services, such additional Subscription Services will be provided pursuant to this Contract and subject to the same Conditions and to payment by you of appropriate additional Subscription Payments. You shall be required to maintain your first subscription during the Minimum Term of your second subscription and in the event you breach the Conditions for either subscription both subscriptions shall immediately terminate, in which case we shall be entitled to charge you Cancellation Fees in respect of both subscriptions.

(b) You shall only be entitled to use the additional Subscription Services and Equipment provided to you in connection with the additional Subscription Services at your Address.

20. Piracy

You acknowledge that the provision of unauthorized access to the Services or distribution of 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 to the Service/distribution of the Channels at any time, OSN is authorized to immediately terminate your access to the Services. In the event OSN terminates your access to the Services due to piracy:

(a) OSN will remain authorized to charge your credit card for the balance of the Subscription Payment, and any other payments (including, without limitation, Cancellation Fees and Replacement Costs) due for the remainder of the Term, which you agree is reasonable. Under no circumstances will you be refunded if your Service is terminated due to your engagement in the unauthorized access to Services and/or distribution of Channels.

(b) In addition, OSN reserves the right to seek reasonable compensation equivalent to a minimum of US\$1,200 for damages incurred from the result of each piracy act directly linked to you or your actions, including automatic charges to your credit card to recoup compensation for the redistribution of Channels, encryption keys or any other copyrighted material, 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.

21. Law

(a) This Contract and any dispute or claim arising out of or in connection with it is the governed and shall be construed in accordance with the laws of the Dubai International Financial Centre (“**DIFC**”). This Contract shall be subject to the exclusive jurisdiction of the DIFC Courts.

(b) Notwithstanding the foregoing, either party to this 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.