

## **ART, PEHLA and FIRSTNET Subscription Terms and Conditions**

This document describes the terms and conditions under which we will provide our service to you. If you are a new customer, you must read these terms and conditions before the activation of your service. If you do not accept these terms and conditions, please notify us immediately and will cancel your service. Receipt of our service shall constitute your acceptance of this contract and its terms and conditions will be legally binding upon you.

If you are an existing art, pehla and/or firstnet` s customer, your continued receipt of our service following receipt or publication of this contract shall constitute your acceptance of its terms and conditions, and, accordingly, they will be legally binding on you. Reference in this contract to "we" or "us" shall be deemed reference to art, pehla and/or firstnet.

### **1. Definitions**

**Address:** your home address as provided by you. In case you changed your address to a new one the new address should be informed to us.

**Apparatuses:** an authorized satellite, decoder (Digibox) using ART/ PEHLA/ FIRST Net's digital conditional access (encryption) system.

**Bouquet:** means the set of channels or any combination of which provided by ART, PEHLA or FIRSTNET.

**Channels:** means any and all channels which are part of our Service Package. This covers ART/ PEHLA/ FIRSTNET` S channels and any other channel/s that we may include or exclude in future.

**Conditions:** the conditions in this Contract set out below and any changes we may make to them in accordance with this Contract.

**Contract:** this contract (including the terms of any Option chosen by you), authorizing you to receive the Service for private viewing at the Address only.

**Date of Commence:** the date of activation your Smart Cart by ART/ PEHLA/ FIRSTNET in order to receive the service.

**Force Major:** Means any reason or cause beyond our control including but not limited to an act of God including fire, flood, sandstorm, windstorm or other natural disaster , problems caused by topographical, geographical, atmospheric conditions and/or such other factors that effects the reception of the services.

**Minimum Term:** any Pre-Paid Period, and the minimum term during which you are obligated to first subscribe to the Service under this Contract which minimum term shall be six (6) months from the date on which you first subscribe to the Service unless otherwise agreed in the Option chosen by you.

**Option:** any of the channel bouquet options we offer.

**Pre-Paid Period:** any period during this Contract where you have chosen to pre-pay any Subscription Payments whether annually or otherwise.

**Service:** the Option chosen by you. If during this Contract you wish to change your Option and we allow this, then the Service shall be the new Option you choose.

**Smart Card:** the viewing Card that will allow you to receive the encrypted digital satellite services (such as the Service) when used with a Digibox.

**Subscription Payments:** the payments you must pay us to provide the Service.

**Territory:** means the country of your Address.

### **2. Subscription Payments**

(a) Unless otherwise agreed you will be charged for the Service from the date your Smart Cart is activated and enabled to receive the Service under this Contract.

(b) You must pay us Subscription Payments in advance for the Option that you have chosen in your Contract. For Direct Debit, Debit and Credit Card payments we will collect the amount due automatically from your account each month (or as otherwise agreed in your Option) after we have enabled your Smart Card to receive the Service.

(c) We may change your Subscription Payment at any time by giving you at least one month's notice. However, during the Minimum Term, unless it is for a reason set out in Conditions 2(d) or 2(e) we may increase your Subscription Payment only once. Any increase during the Minimum Term will not be more than the greater of:

(i) 20%; or (ii) the increase in the Territory Retail Price Index over the last twelve months before we tell you about the price increase.

(d) Your Subscription Payment may change at any time if you change your Option and you will immediately pay the current price for that new

Option from the date you change your Option.

(e) We may also increase your Subscription Payment, if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing which affects your Subscription Payment.

(f) We may alter your Direct Debit, Debit or Credit Card instruction if your Subscription Payment changes for any reason.

(g) We may refuse your application for subscription to the Service based on the results of an assessment of your credit standing using credit searches. We may from time to time assess your credit standing during your subscription; we will apply reasonable practices for the administration of your account based on the result of that credit search. We may use information from, and supply information to, outside agencies for this credit searching.

(h) If you have missed any payments you owe to us, we can suspend provision of the Service without giving you notice. This does not affect our right to end the Contract under Condition 8 below.

(i) Where your Payment Option is direct debit from your bank account, you agree not to close your bank account during the term. Without to prejudice to the foregoing, in the event that your bank account is closed during the term you hereby authorize ART 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 ART with any other bank account number in your name which you agree shall be used in substitution of the previous bank account number for the direct debit payment authorization made by you in this contract.

### **3. Channels and Programming**

(a) We can replace or withdraw advertised programmes. We can change, increase or reduce the number of hours of any of the Channels. We may encrypt or unencrypted any Channel at any time. We may transfer programming between Channels.

(b) We can vary or withdraw any Channel and vary or withdraw the Option you have chosen.

(c) This Contract does not authorise you to receive any pay-per-view services of any kind.

### **4. Extra Channels**

We may offer you extra channel(s). If we offer you these extra channels under these conditions they will be included in the Service. We will confirm to you what charges apply to these extra channels and how your Subscription Payment may change. The limits described in Condition 2(c) shall apply to any increase in your Subscription Payment for any reason listed in this Condition

### **5. Liability**

We will not be liable under this Contract for:

(a) any fault in a Digibox or other receiving equipment you use;

(b) any fault in your Smart Card caused by your tampering with it, your negligence or failure to follow our instructions;

(c) use of a Smart Card with any decoding apparatus we do not authorise;

(d) the ending by you or us of this Contract in accordance with Condition 8;

(e) our failure to provide the Service due to force major; and

(f) any loss or damage caused by us or our employees or agents in circumstances where:

(i) there is no breach of a contractual obligation or a legal duty of care owed to you by us or by any of our employees or agents;

(ii) such loss or damage is not a reasonably foreseeable result of any such breach; or

(iii) such loss or damage results from breach by you of any term of this Contract.

(g) The programs that we provide as part of your Bouquet are supplied by third parties and their availability is outside of our control, consequently we accept no responsibility for the content of such programs or the Channels and we reserve the right to withdraw and replace any Channel or advertised programs, or reduced or change the number of hours of any channel's broadcast.

### **6. Copying and copyright**

(a) You must not do any of the following:-

- (1) Copy, redistribute or relay the Channels or any part of them or otherwise deal with the Channels or any part of them.
  - (2) Produce, supply or otherwise exploit any programme, service or content (whether audio or audio-visual or otherwise) using the Channels or any part of them or otherwise use any part of the Channels for any commercial purpose whatsoever;
  - (3) Sell or make any charge for watching the Channels or any part thereof; or
  - (4) Show the Channels in public to an audience even if no charge is made or otherwise use the Service or any part thereof other than to view the Channels in private for non-commercial purposes at your Address.
- (b) We may disable or alter remotely certain functions of your Digibox so as to prevent you from copying the Channels and we may prevent you from receiving the Channels if your Digibox allows copying of any Channels which we are bound by contract to prevent.

## **7. Changing the Conditions**

- (a) We may not change or add to Conditions 2(c), 4, 5 or this Condition 7 except for security legal or regulatory purposes.
- (b) We will give you at least one month's notice of any changes or additions. We will not use this right to vary the terms of any special offer which applies to you, and which you have accepted during the term of the offer.
- (c) All changes referred to in this Condition 7 will be posted on ART's official website ([www.art-tv.net](http://www.art-tv.net))

## **8. Ending the Contract**

Unless Conditions 8(a) (b) or (f) apply, this Contract will stay in force for at least the Minimum Term. The Contract will continue after this time unless it is ended according to the Conditions below.

- (a) You may end this Contract at any time by giving us one month's notice if we reduce or vary significantly the total amount of programmes available on the Channels within, or the level of service of, your chosen Option. Unless otherwise agreed in your Option, you may end the Contract after the Minimum Term for any reason by giving us one month's notice.
- (b) If you break any of the Conditions of this Contract, or act in a way towards our staff or agents which we reasonably consider to be inappropriate we can terminate the Contract by giving you seven days' notice at any time (including during the Minimum Term). We can also terminate this Contract in relation to any Channel by giving you not less than 30 days' notice at any time (including during the Minimum Term) if we cease to broadcast, distribute or otherwise supply that Channel for any reason. If we do this during any Minimum Term and the effect of this change is to reduce significantly the total amount of programmes available on the Channels within, or the level of service of, your chosen Option, you may end this Contract by giving us one month's notice and if you request, we will refund you a pro-rata amount of any Subscription Payment in respect of the period after the date of termination
- (c) Except where you break the Conditions of this Contract, or where we cease to broadcast, distribute or otherwise supply any Channel for any reason, we will not terminate this Contract during the Minimum Term. We may during that period and later vary this Contract and the Service in the ways described in this Contract. We may terminate this Contract after the Minimum Term by giving you one month's notice.
- (d) If you or we end this Contract, we will block the entitlement to the Service on your Smart Card and you will not be entitled to receive the Service.
- (e) We will not refund any Subscription Payments or other payments made under this Contract if we end this Contract because you have broken the Conditions.
- (f) Notwithstanding any term to the contrary set out herein you shall have the right to terminate this Contract on one (1) month's prior written notice to us during the Minimum Term for the following reasons only: (a) if within any Minimum Term the Subscription Payment shall increase for any reason described in Clause 2(c) and/or 2(e) and/or 4 and if the increase to the Subscription Payment is considered to be excessive in relation to the Subscription Payment at the commencement of the Contract; or (b) if during the Minimum Period, the number of Channels and amount of Programming shall change for any reason described in Clauses 3(a) and/or 3(b) and these changes are considered to be

excessive in relation to the number of Channels and the amount of Programming at the commencement of the Contract.

### **9. Right to Transfer the Contract**

You may not transfer your rights or obligations under this Contract to anyone else. We can transfer some or all of our rights or obligations to another person firm or company if this transfer does not affect the Service in a negative way.

### **10. Notices**

If you give a notice that is required under this Contract it must be in writing. If we give notice that is required under Conditions 2(c), 2(e), 4 or 7(b) of this Contract we shall only be required to post this notice on our official website ([www.art-tv.net](http://www.art-tv.net)) and in no less than two nationally circulated newspapers. If we give notice that is required under any other Condition of this Contract it must be in writing.

### **11. Data Protection**

To allow you to receive the Service it is necessary for us to use and share the personal details you provide us. Where you have given us your consent we may use and share data for marketing and research purposes and we may pass such information to companies other than those set out above. You also agree that we may use and pass information to other companies for use in making credit decisions, for fraud prevention and to pursue from you any sums owing by you to us under this Contract.

### **12. Your Smartcard And Set Top Box (STB)**

(a) Your Smart Card acts as a key so that you can unlock (unencrypted) the Service. Having the Smart Card does not mean that you have the right to receive the Service. You will be entitled to receive the service after you sign the contract, accept its terms and conditions and fulfill the payment, then you receive the service according to the option you chose. The Smart Card remains our property. If we ask you to, you must return the Smart Card after the Contract comes to an end or if we requires you, to return it when we provides you a replacement.

(b) Only you may use the Smart Card at your Address only and you must use it for private viewing purposes only. You must not use it for any commercial or business purposes (including without limitation any use in , office, club or similar premises).

(c) You are not authorized to transfer or rent or otherwise the Smart Card that given to you to anybody else, where the safety of the card and use it according to ART-PEHLA – FIRSTNET instructions, If you give the Smart Card to anybody else we can make it invalid.

(d) In order to continue to receive the Service without interruption your Smart Card must be kept in your Digibox at all times and you will need to keep the Digibox connected to a mains supply and suitable satellite dish and in standby mode when not in use. You must allow us to update the software in your Digibox by sending additional signals via satellite to your Digibox. The software in your Digibox remains our property.

(e) If you fail to fulfill your any payment to us or you misuse the Smart Card, we shall invalidate the card immediately without a prior notice.

(f) We shall be entitled to disclose your name address and the Services you receive via the Smart Card as part of the proper administration of the digital satellite system.

(g) Your Smart Card must not be used outside the Territory it was supplied for use in and any change of Address must be notified to us immediately.

(h) The Viaccess STB issued to subscribers under this agreement free of cost or against administration fee the STB shall remain the property of Arab Digital Distribution Co.(Pehla) and the same may be retrieved in case a subscriber wishes to discontinue before 3 years from the initial date of Activation.

### **13. Antipiracy measures**

We shall be entitled to take suitable measures for the detection of piracy and/or other unlawful activities with respect to the service as we deem fit, including but not limited to Fingerprinting or forced messaging or any other mechanism or system deployed by us and or 3 rd parties authorized by us for the purpose.

**14. Severability**

Notwithstanding that the whole or any part of any provision of these Terms and Conditions may prove to be illegal or unenforceable the other provisions of these Terms and Conditions and the remainder of the provisions in question shall remain in full force and effect.

**15. Law**

(a) This Contract is governed by the laws of The Territory.

(b) This Contract is also applied if you move home from the Territory to another country or vice versa (within the zone covered by ART broadcasting) then you will need to enter into a new Contract for the country you are moving to. Your Subscription Payment and the Channels available to you may change as result of that move.