

SAT-MENA S.A.L – Equipment Purchase Agreement Terms & Conditions

This Equipment Purchase Agreement Terms & Conditions (the “**Agreement**”) is between you and SAT-MENA. and is separate and different from any other commitment you may have made with SAT-MENA and is fully enforceable under these terms.

1. **Applicable Documents and Terms.** If you purchased Equipment from SAT-MENA, the terms and conditions of this Agreement, customer agreements and the pricing terms of other services apply to you and your agreement only. Unless otherwise specified in your Customer Agreement: (i) the purchased satellite equipment (the “**Equipment**”) shall at all times remain the sole and exclusive property of you. We will have the right, in our sole discretion, to provide or replace purchased Equipment with new or reconditioned Equipment in the cases of regulatory obligations, technical constraints, and other emerging conditions; and (ii) we will provide free one year maintenance for the purchased equipment, subject to the conditions set forth by this Agreement.
2. **Ownership by Customer.** No purchased Equipment provided to you by SAT-MENA shall be deemed fixtures or part of our realty. Your ownership of such Equipment may be displayed by notice contained on it. You shall have no right to sell, mortgage, otherwise encumber, alter or tamper with the Equipment at any time. Any reinstallation, return, or change in the location of the Equipment shall be performed by us at our service rates in effect at the time of such service. You are responsible for preventing the loss or destruction of Equipment and we recommend that your Equipment be covered by your homeowners, renters or other insurance policy.
3. **Defective Equipment.** Provided that you are in compliance with all terms and conditions of this Agreement, SAT-MENA will, at no additional charge to you, replace Equipment you purchased from SAT-MENA that SAT-MENA, in its sole discretion, determines to be defective (“**Defective Equipment**”). Defective Equipment replacement under this Section 3 expressly excludes charges for home service calls and for damage to, or misuse of, the Equipment. For the first 90 days after initial activation of your Internet Service, SAT-MENA will waive its standard service call charge if SAT-MENA makes a service call. After the first 90 days following initial activation of your Internet Service, SAT-MENA’s standard service call charge shall apply to all service calls by SAT-MENA. You shall notify us promptly of any defect in, damage to, or accident involving your purchased Equipment by calling our Customer Care. All maintenance and repair of Equipment shall be performed by us or our designee(s). SAT-MENA may charge you for any repairs that are necessitated by any damage to, or misuse of, the Equipment.
4. **Loss or Damage of Equipment.** Losing or damaging the equipment outside the scope of section 3 will be deemed to be outside the scope of SAT-MENA. Should you wish to continue benefiting from the services offered by SAT-MENA, then you should purchase new equipment from SAT-MENA and installation fees will be offered for free and at no extra charge. If other agreements require you to pay service fees, then you will continue be obliged and liable to resume the payments to SAT-MENA.
5. **Disclaimer.** SAT-MENA PROVIDES THE EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. EQUIPMENT MAY BE NEW OR REFURBISHED. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. SAT-MENA IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT PROVIDED TO YOU.
6. **Customer Acknowledgement.** Customer acknowledges and agrees that SAT-MENA is not extending credit and that the unreturned Equipment fees are not interest, a credit service fee or a finance charge. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our Customer Care department by telephone or in writing immediately, but in any event not more than three business days after such removal to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification but section 5 still applies.
7. **Physical Space, Power, and Protection.** It is the Customer’s duty to provide the necessary space, power, and protection to properly install and maintain the Equipment. Any losses, damages, or inability to use the Service resulting in suboptimal physical space and/or medium, power supplies, and lack of protection is put on the customer’s liability. The Service fees still apply and it is the duty of the Customer to procure new Equipment through SAT-MENA or ensure operability of the Equipment at the Customer’s own expense.
8. **Termination or Suspension by SAT-MENA.** We reserve the legally allowed entitlement to terminate or suspend the Agreement at any time (with or without notice), in whole or in part. If we terminate or suspend the Agreement because you have or a user of your account has breached the Agreement or violated a law, then notwithstanding the termination or suspension of your Service, you will remain responsible for all payment and other obligations under this Agreement, including, without limitation, the obligation to pay all charges that may be due as a result of or in connection with such termination or suspension. In these instances, you are responsible for the full monthly/quarterly Service fee for any month (or portion of a month) in which you receive the Service and SAT-MENA will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended. We reserve the legally allowed entitlement to terminate or suspend the Agreement and our liabilities under a “**Force Majeure**” event, which means any circumstances or conditions beyond our reasonable control, which prevents us from fulfilling our obligations in the Agreement including, without limitation to; labor strikes, protests, heavy revolutions, riots, wars whether declared or not, natural events, Authority action, national emergency, embargoes, interference, satellite malfunction, launch failure or delay, Government acts, pandemics, and general shortages of materials or labor caused by a dock strike or event of a similar nature. Circumstances and conditions will not be considered as Force Majeure if we could have reasonably foreseen its effects and made alternative arrangements. The gross negligence, misconduct, willful act or omission by our side, our directors, employees, servants or agents shall not constitute Force Majeure.

9. **Return of Equipment Purchased.** You acknowledge that all equipment provided by SAT-MENA are provided at a discount price based on the package structure. If the contract is broker between you and SAT-MENA before the passage of one full year, then you are obliged by this Agreement to return the equipment to SAT-MENA as the transfer of ownership does not occur until the passage of one full year along with the payment of all relevant fees agreed upon.
- 9.1 If you cease to be a SAT-MENA customer for any reason (whether voluntarily or involuntarily before the passage of one full contract year), you must call SAT-MENA within seven days after the termination of your Internet Service to arrange for SAT-MENA to (i) send you instructions for you to return the modem and transceiver to SAT-MENA; or (ii) at SAT-MENA's option, send you a prepaid shipping package for you to return the modem and transceiver to SAT-MENA. You may make arrangements for SAT-MENA to de-install the modem and transceiver at our standard rates. You acknowledge that the modem and transceiver must be returned to SAT-MENA in good working order, normal wear and tear excepted. If SAT-MENA does not receive the modem and transceiver within 30 days after the termination of your Internet Service or if the modem and/or transceiver are damaged when they are returned to SAT-MENA, you agree to pay SAT-MENA any fees that SAT-MENA sees applicable.
- 9.2 If you agreed to upgrade your Internet Service, which requires the activation of a new modem, and you fail to return your original modem within 45 days after agreeing to upgrade your Internet Service, you agree to pay SAT-MENA the unreturned equipment fees for the applicable equipment types set forth in Section 3.1 above.
- 9.3 The fees set forth in Sections 9.1 and 9.2 above represent compensation for a portion of the expenses incurred by SAT-MENA in establishing your account and providing you the modem and transceiver for your use. You agree that SAT-MENA may charge any amounts due for any unreturned or damaged modem or transceiver using the payment method on file with SAT-MENA (Card Payment or EFT Payment) and you hereby authorize such charges by SAT-MENA.