

SAT-MENA S.A.L – Acceptable Use Policy

THIS POLICY STATES IMPORTANT REQUIREMENTS REGARDING YOUR USE OF SAT-MENA S.A.L (HEREINAFTER “**SAT-MENA**”) SERVICES AS WELL AS YOUR RELATIONSHIP WITH SAT-MENA. PLEASE READ THIS POLICY CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OURS. YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, ACCEPTED, AND AGREE TO ABIDE WITH ALL THE TERMS HEREUNDER IN THIS AGREEMENT. IF YOU DO NOT AGREE TO COMPLY WITH THIS POLICY AND THE ASSOCIATED TERMS, YOU MAY NOT USE SAT-MENA’S SERVICES AND YOU MUST TERMINATE YOUR SERVICES IMMEDIATELY AND SHOULD STILL COMPLY TO ALL APPLICABLE TERMS IN AGREEMENTS ENTERED WITH SAT-MENA.

1. Introduction

It is SAT-MENA’s intent to provide our customers with excellent Internet and Voice over Internet Protocol (“**VoIP**”) and related services through satellite and/or fiber technology. In order to accomplish this objective, we have adopted this Acceptable Use Policy (the “**Policy**”). This Policy outlines the acceptable uses of SAT-MENA’s Internet service, Enterprise specific services and Voice service (collectively, the “**Services**”; individually, the “**Service**”).

SAT-MENA may revise this Policy from time to time without notice by posting an updated version of this document on www.sat-mena.com or any successor websites. All revised versions of this Policy are effective immediately upon posting. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of the subscriber or customer agreement shall govern and shall be considered of a higher legal standing.

2. Prohibited Uses and Activities

You agree not to use the Service(s), or any SAT-MENA equipment, or allow others to use the Service(s) or equipment, to do any of the following: (i) undertake any unlawful, fraudulent, or criminal purpose; (ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be offensive, indecent, pornographic, harassing, threatening, invasive of privacy, vulgar, hateful, defamatory, racially or ethnically offensive, or otherwise inappropriate, regardless of whether such information or material or its dissemination is unlawful; (iii) access any other person’s computer or computer system, software, or data without his/her consent or attempt to circumvent the user authentication or security of any host, network, or account; (iv) use or distribute tools designed or used for compromising security; (v) engage in unauthorized port scanning; (vi) interfere with the ability of any other person to use or enjoy the Services, or engage in activities designed to degrade, or have the effect of degrading, service to SAT-MENA users or others; (vii) transmit unsolicited bulk or commercial messages or ‘spam’; (viii) upload, post, publish, transmit, reproduce, create derivative works of, distribute, or engage in any activity that infringes upon, or assists others in infringing upon, the intellectual property rights (including rights granted by US copyright law) of any person or entity, including SAT-MENA; (ix) run programs, equipment, or servers that provide network content or any other services to anyone outside of your local area network (also commonly referred to as public services or servers); (x) participate in the collection of personal information, responses from unsolicited messages or other identifiers of others (without their prior consent); (xi) impersonate any person or entity, engage in sender address falsification, forge anyone else’s digital or manual signature, falsify, alter or remove any packet or message header (or any part thereof), including references to SAT-MENA or the SAT-MENA network in the header, list a SAT-MENA IP address in any unsolicited bulk email message, or perform any other similar fraudulent activity; (xii) connect SAT-MENA equipment to any computer or network device outside of your premises; (xiii) violate the rules, regulations, or policies applicable to any network, server, computer database, or website that you access; (xiv) damage the name or reputation of SAT-MENA, its affiliates, or subsidiaries; (xv) use any name or mark of SAT-MENA, its affiliates, or subsidiaries in any manner not expressly authorized in writing by SAT-MENA; (xvi) operate a call-center service, telemarketing-center service, monitor service, intercom service, conference-bridge service, transcription service or other similar service; (xvii) make mechanized voice calls, including, but not limited to, extensive call forwarding, the use of auto-dialers, the use of fax machines for fax blasting or fax broadcasting, or the use of voice programs for voice blasting; (xviii) upload streaming content (including music and video content) for resale, unless you are expressly permitted to do so through the terms of your contract as a subscriber of the Enterprise Service; (xvix) engage in autonomous or automated machine to machine communication, unless you are expressly permitted to do so through the terms of your contract as a subscriber of the Enterprise Service; (xx) engage in wireless backhaul services, unless you are expressly permitted to do so through the terms of your contract as a subscriber of the SAT-MENA Enterprise Service; (xxi) use the Service for any commercial, retail or enterprise business use, unless you are a subscriber of the SAT-MENA Internet for Business Service or Enterprise Service.

3. Electronic Mail

SAT-MENA does not store or save any emails, email accounts or instant messages. SAT-MENA is not responsible for forwarding e-mail sent to any account that has been suspended or terminated. In the event that SAT-MENA believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an “**Identifier**”) on the Service may be used for, or is being used for, any improper or illegal purpose, SAT-MENA (i) reserves the right to block access to and prevent the use of any such Identifier and (ii) may at any time require any customer to change his or her Identifier. In addition, SAT-MENA may at any time reserve any Identifier on the Service for SAT-MENA’s own purposes.

4. Network, Bandwidth, Data Storage and Other Limitations

You may only access and use the Service with a dynamic Internet Protocol (“**IP**”) address that adheres to the dynamic host configuration protocol (“**DHCP**”). You may not access or use the Service with a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits otherwise.

5. SAT-MENA’s Voice

SAT-MENA's Voice Service is a residential interconnected VoIP service. Voice Service is designed to process and deliver voice service typical of a residential customer's calling patterns. It is SAT-MENA's goal to deliver high-quality, reliable voice service at an affordable price. As a result, SAT-MENA will look for calling patterns that are indicative of non-residential use or violations of this Policy once a customer reaches 3,000 minutes per month of VoIP usage. This amount of usage is significantly higher than customary home usage and only a limited percentage of customers will reach this threshold. When a SAT-MENA Voice account reaches 3,000 minutes in a month, SAT-MENA reserves the right to review calling traffic patterns and volumes to identify, among other things: (i) the relative portion of local or international calling destinations; (ii) excessive calls to the same destination telephone number, indicative of an automated call-forwarding device; (iii) excessive inbound calls, indicative of business use, or (iv) any other data or statistics indicative of a violation of this Policy. SAT-MENA will not listen to the actual content of your SAT-MENA Voice calls. If SAT-MENA's review reveals a violation of this Policy, SAT-MENA reserves the right to immediately suspend or terminate your Services with or without notice.

6. General

Although SAT-MENA has no obligation to monitor the Services and/or its network, SAT-MENA and its authorized suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, to comply with laws, regulations or governmental or legal process, orders or requests, to identify violations of this Policy or violations of your customer or subscriber agreement, or to protect the network, the Services and SAT-MENA users. If the Services are used in a way that SAT-MENA, in its sole discretion, believes violate this Policy or your customer or subscriber agreement, SAT-MENA may take any responsive actions it deems appropriate, including refusing to transmit or post, or removing or blocking, any information or materials, in whole or in part. Neither SAT-MENA nor its affiliates, subsidiaries, suppliers, officers, directors, employees or agents will have any liability for any of these responsive actions. These actions are not SAT-MENA's exclusive remedies and SAT-MENA may take any other legal or technical action it deems appropriate. The failure of SAT-MENA to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. The provisions of this Policy are not meant to be exhaustive. Generally, any conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited.

7. Internet Provisions

SAT-MENA does not endorse or in any way vouch for any content on or made available through the Service. Any content on or made available through the Service does not constitute or reflect the views or approval of SAT-MENA or any of its directors, officers, employees, subsidiaries or affiliates. Upon termination of your Service(s), SAT-MENA is authorized to delete any files, programs, data and e-mail messages associated with your account. You acknowledge that content on or made available through the Service might consist of, include and/or provide access to images, sound, messages, text, services or other content and material that may be unsuitable for minors and that may be objectionable to many adults. You acknowledge that SAT-MENA is not responsible for any such content or material and agree that access to same through use of the Service is at your sole risk. The reliability, availability, legality, performance and other aspects of resources accessed through the Service are beyond SAT-MENA's reasonable control. You acknowledge that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through it.

8. EXCESSIVE USE OF NETWORK RESOURCES

SAT-MENA reserves the right to engage in reasonable network management to protect the overall network, including analyzing traffic patterns to optimize services and preventing the distribution of viruses or other malicious code. SAT-MENA reserves the right to immediately restrict, suspend, or terminate Services without notice in order to protect the network or minimize congestion caused by unauthorized use.

9. AUP ENFORCEMENT AND NOTICE

Failure to observe the restrictions and guidelines associated with this AUP may result in SAT-MENA taking actions that may range from a warning to a suspension or termination of Services. SAT-MENA reserves the right to act immediately and without notice to restrict, suspend or terminate Services, if it determines that your conduct may: (1) expose SAT-MENA to sanctions, prosecution, civil action or other liability; (2) cause harm to or interfere with the integrity or normal operations of SAT-MENA's Services or any network(s) with which SAT-MENA is interconnected; (3) interfere with another SAT-MENA customer's use of the Services; (4) violate any applicable law, rule, or regulation, including, but not limited to, copyright or any other intellectual property infringement; or (5) otherwise present an imminent risk of harm to SAT-MENA or its customers. In the event of the termination of Services by reason of the violation of this AUP, customer are still liable as per the relevant agreement to the Service taken.

10. REVISIONS AND RESERVATION OF RIGHTS

SAT-MENA reserves all rights, including the right to revise, amend or modify this AUP and any other SAT-MENA policy at any time. Such changes will become effective on the date SAT-MENA sends them to you or posts them to the Customer Portal or SAT-MENA website. Your continued use of the Services will constitute your acceptance of any such changes to the AUP or other SAT-MENA policy.