

OrbitMall Terms of Use

OrbitMall is an application based service that allows our customers to access linear channels, VOD content, radio, music, games, education, healthcare services and third party Apps to its customers ("Content") over broadcast and streaming network to compatible devices which includes but not limited to connected TVs, STB's, web browsers and other devices OrbitMall using Apps downloadable from Apple and Android stores,.

These Terms of Use govern your use of our service. As used in these Terms of Use, "OrbitMall", "our service" or "the service" means the personalized service provided by OrbitMall for discovering and watching OrbitMall Content, including all features and functionalities, recommendations and reviews, the website, and user interfaces, as well as all content and software associated with our service.

1. Subscription

- (a) Your subscription will continue until terminated. To use the OrbitMall subscription service you must have Internet access and an OrbitMall ready device, and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your subscription before your billing date, you authorize us to charge the subscription fee for the next billing cycle to your Payment Method (see "Cancellation" below).
- (b) You acknowledge that additional fees may be charged (including without limitation: your internet subscription data offers/subscriptions/etc ("Internet charges") and that you are fully responsible for Internet charges while using the services as charged by your network/your mobile company/operator. You will be

responsible for ensuring you have paid any and all costs payable to third parties necessary to use the OrbitMall service or any part of it.

- (c) We may offer a number of subscription plans, including special promotional plans or subscriptions offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. Some subscription plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you.

2. Free Ad-based Service and Free Trials

- (a) Some OrbitMall services are not subject to any fees, while other OrbitMall services require payment of fees by you to use them. We refer to the paid OrbitMall services as OrbitMall subscription service. The free, ad-based service of OrbitMall is available to access free of charge, however, you will have to register providing your name and email and/or telephone number.
- (b) Your subscription may start with a free trial. The duration of the free trial period of your subscription will be specified during sign-up and is intended to allow new subscribers and certain former subscribers to try the service.
- (c) Free trial eligibility is determined by OrbitMall at its sole discretion and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. Members of households with an existing or recent OrbitMall subscription are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent OrbitMall subscription to determine eligibility. For combinations with other offers, restrictions may apply.

(d) We will charge the subscription fee for the next billing cycle to your Payment Method at the end of the free trial period unless you cancel your subscription prior to the end of the free trial period. To view the subscription price and end date of your free trial period, visit our website and click the ["Billing details" link on the "Account" page.]

3. Billing and Cancellation

(a) **Billing Cycle.** The subscription fee for the OrbitMall service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific billing date indicated on your ["Account" page]. The length of your billing cycle will depend on the type of subscription that you choose when you sign-up for the service. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if your subscription began on a day not contained in a given month. Visit our website and to see your next payment date. We may authorize your Payment Method in anticipation of subscription or service-related charges through various methods, including authorizing it for up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

(b) **Payment Methods.** To use the OrbitMall subscription service you must provide a Payment Method. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign

transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

- (c) **Updating your Payment Methods.** You can update your Payment Method details by going to the selfcare portal. Following any update, you authorize us to continue to charge the applicable Payment Method(s)
- (d) **Cancellation.** You can cancel your OrbitMall subscription at any time, and you will continue to have access to the OrbitMall service through the end of your billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial subscription periods or unwatched Content. To cancel, go to the your selfcare portal.. If you signed up for OrbitMall using your account with a third party as a Payment Method and wish to cancel your OrbitMall subscription, you may need to do so through such third party, for example by visiting your account with the applicable third party and unsubscribing from the OrbitMall service through that third party. You may also find billing information about your OrbitMall subscription by visiting your account with the applicable third party.
- (e) **Changes to the Price and Subscription Plans.** We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than the start of the next billing period.

4. OrbitMall Service

- (a) You must be 18 years of age, or the age of majority in your province, territory or country, to subscribe to the OrbitMall service. Minors may only use the service under the supervision of an adult.

- (b) The OrbitMall service and any content viewed through the service are for your personal and non-commercial use only and may not be shared with individuals beyond your household. During your OrbitMall subscription we grant you a limited, non-exclusive, non-transferable right to access the OrbitMall service and view OrbitMall content. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances. All rights, including without limitation, copyright, database rights and trademarks, to the OrbitMall service and its Content, whether audio, text, images, videos or in any other form (Content) are owned by and/or licensed to us. This Content is also protected by copyright laws and agreements around the world. All of these rights are reserved
- (c) You may view the OrbitMall content primarily within the country in which you have established your account and only in geographic locations where we offer our service and have licensed such content. The content that may be available to watch will vary by geographic location and will change from time to time.
- (d) The OrbitMall service, including the content library, is regularly updated.
- (e) You may register up to 5 authorized devices on your account. Out of these 5 devices, 3 devices can be used simultaneously at any one time.
- (f) You agree to use the OrbitMall service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) content and information contained on or obtained from or through the OrbitMall service. You also agree not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content

protections in the OrbitMall service; use any robot, spider, scraper or other automated means to access the OrbitMall service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the OrbitMall service; insert any code or product or manipulate the content of the OrbitMall service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the OrbitMall service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

- (g) The quality of the display of the OrbitMall content may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD, Ultra HD and HDR availability is subject to your Internet service bandwidth. Content may not be available in all formats, such as HD, Ultra HD or HDR. The minimum connection speed for SD quality is 0.5 Mbps; however, we recommend a faster connection for improved video quality. A download speed of at least 5.0 Mbps per stream is recommended to receive HD content (defined as a resolution of 720p or higher). A download speed of at least 25.0 Mbps per stream is recommended to receive Ultra HD (defined as a resolution of 1080p or higher) and HDR content. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. The time it takes to begin watching OrbitMall content will vary based on a number of factors, including your

location, available bandwidth at the time, the content you have selected and the configuration of your OrbitMall device.

- (h) OrbitMall software is developed by, or for, OrbitMall and is designed to enable viewing of OrbitMall content through OrbitMall STB devices. You agree that you may automatically receive updated versions of the OrbitMall and related third-party software.

5. **Passwords and Account Access.** The subscriber who created the OrbitMall account and whose Payment Method is charged (the "Account Owner") has access and control over the OrbitMall account. To maintain control over the account and to prevent anyone from accessing the account (which would include information on viewing history for the account), the Account Owner should maintain control over the OrbitMall device that are used to access the service and not reveal the password or details of the Payment Method associated with the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, OrbitMall or our partners from identity theft or other fraudulent activity.

6. **Warranties and Limitations on Liability.** The OrbitMall service is provided "as is" and without warranty or condition. In particular, our service may not be uninterrupted or error-free. You waive all special, indirect and consequential damages against us. These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under the laws of your country of residence.

7. Miscellaneous

- (a) **Governing Law.** These Terms of Use shall be governed by and you agree to submit to the laws of the country in which your address is situated.
- (b) Any and all disputes arising from your contract with us shall be exclusively dealt with by the courts situated in the capital city of the country in which your address is located and who have the legal right to hear the case.
- (c) **Unsolicited Materials.** OrbitMall does not accept unsolicited materials or ideas for OrbitMall content and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to OrbitMall.
- (d) **Customer Support.** To find more information about our service and its features or if you need assistance with your account, please visit the OrbitMall Help Center on our website. In the event of any conflict between these Terms of Use and information provided by Customer Support or other portions of our website, these Terms of Use will control.
- (e) **Survival.** If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
- (f) **Changes to Terms of Use and Assignment.** OrbitMall may, from time to time, change these Terms of Use. We will notify you at least 30 days before such changes apply to you. We may assign or transfer our agreement with you including our associated rights and obligations at any time and you agree to cooperate with us in connection with such an assignment or transfer.
- (g) **Electronic Communications.** We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in

electronic form only, for example via emails to your email address provided during registration.

Privacy Statement

This Privacy Statement explains our practices, including your choices, regarding the collection, use, and disclosure of certain information, including your personal information, by the Orbit group of companies ("Orbit") in connection with the OrbitMall service.

Contacting Us

If you have general questions about your account or how to contact customer service for assistance, please visit our online help center.

Please note that if you contact us to assist you, for your safety and ours we may need to authenticate your identity before fulfilling your request.

Collection of Information

We receive and store information about you such as:

- **Information you provide to us:** We collect information you provide to us which includes:
 - your name, email address, payment method and telephone number. In certain countries, we collect a government identification number for purposes such as billing and tax compliance. We collect this information in a number of ways, including when you enter it while using our service, interact with our customer service, or participate in surveys or marketing promotions;
 - information when you choose to provide ratings, taste preferences, account settings (including preferences set in the "Account" section of our website), or otherwise provide information to us through our service or elsewhere.

- **Information we collect automatically:** We collect information about you and your use of our service, your interactions with us and our advertising, This information includes:
 - your activity on the OrbitMall service, such as title selections, shows you have watched, and search queries;
 - your interactions with our emails and texts, and with our messages through push and online messaging channels;
 - details of your interactions with our customer service, such as the date, time and reason for contacting us, transcripts of any chat conversations, and if you call us, your phone number and call recordings;
 - device ID or other unique identifiers,
 - device and software characteristics (such as type and configuration), statistics on page views, referring source (for example, referral URLs), IP address (which may tell us your general location), browser and standard web server log information;
- **Information from partners:** We collect information from other companies with whom you have a relationship (“Partners”). These Partners might include (depending on what services you use): your TV or internet service provider, or other streaming media device providers who make our service available on their device or other companies who provide services to you and collect payment for the OrbitMall service for distribution to us or provide pre-paid promotions for the OrbitMall service; and voice assistant platform providers who enable interaction with our service through voice commands. The information Partners provide us varies depending on the nature of the Partner services, and may include:
 - search queries and commands applicable to OrbitMall that you make through Partner devices or voice assistant platforms;

- service activation information such as your email address or other contact information;
 - IP addresses, device IDs or other unique identifiers, as well as associated pre-paid promotion, billing and user interface information, that support user authentication, the OrbitMall service registration experience, Partner payment processing, and the presentation of OrbitMall content to you through portions of the Partner user interface.
- **Information from other sources:** We also obtain information from other sources. We protect this information according to the practices described in this Privacy Statement, plus any additional restrictions imposed by the source of the data. These sources vary over time, but could include:
 - service providers that help us determine a location based on your IP address in order to customize our service and for other uses consistent with this Privacy Statement;
 - security service providers who provide us with information to secure our systems, prevent fraud and help us protect the security of OrbitMall accounts;
 - payment service providers who provide us with payment or balance information, or updates to that information, based on their relationship with you;
 - online and offline data providers, from which we obtain aggregated demographic, interest based and online advertising related data;
 - publicly-available sources such as publicly available posts on social media platforms and information available through public databases associating IP addresses with internet service providers (ISPs).

Use of Information

We use information to provide, analyze, administer, enhance and personalize our services and marketing efforts, to manage subscriber referrals, to process your registration, your orders and your payments, and to communicate with you on these and other topics. For example, we use such information to:

- determine your general geographic location, provide you with customized and personalized viewing recommendations for movies and TV shows we think will be of interest to you, determine your ISP to support network troubleshooting for you (we also use aggregated ISP information for operational and business purposes), and help us quickly and efficiently respond to inquiries and requests;
- coordinate with Partners on making the OrbitMall service available to subscribers and providing information to non-subscribers about the availability of the OrbitMall service, based on the specific relationship you have with the Partner;
- secure our systems, prevent fraud and help us protect the security of OrbitMall accounts;
- prevent, detect and investigate potentially prohibited or illegal activities, including fraud, and to enforce our terms (such as determining whether and for which OrbitMall signup offers you are eligible and determining whether a particular device is permitted to use the account consistent with our Terms of Use);
- analyze and understand our audience, improve our service (including our user interface experiences and service performance) and optimize content selection, recommendation algorithms and delivery;
- communicate with you concerning our service so that we can send you news about OrbitMall, details about new features and content available on OrbitMall, special offers, promotional announcements, consumer surveys, and to assist you with operational requests such as password reset requests. These communications may be by various methods, such as email, push notifications, text message, online messaging channels, and matched

identifier communications (described below). Please see the "Your Choices" section of this Privacy Statement to learn how to set or change your communications preferences.

Disclosure of Information

We disclose your information for certain purposes and to third parties, as described below:

- **The Orbit group of companies:** We share your information among the Orbit group of companies (insert webpage link) as needed for: data processing and storage; providing you with access to our services; providing customer support; making decisions about service improvements; content development; and for other purposes described in the Use of Information section of this Privacy Statement.
- **Service Providers:** We use other companies, agents or contractors ("Service Providers") to perform services on our behalf or to assist us with the provision of services to you. For example, we engage Service Providers to provide marketing, advertising, communications, security, infrastructure and IT services, to customize, personalize and optimize our service, to provide bank account or balance information, to process credit card transactions or other payment methods, to provide customer service, to analyze and enhance data (including data about users' interactions with our service), and to process and administer consumer surveys. In the course of providing such services, these Service Providers may have access to your personal or other information. We do not authorize them to use or disclose your personal information except in connection with providing their services (which includes maintaining and improving their services).
- **Partners:** As described above, you may have a relationship with one or more of our Partners, in which case we may share certain information with them in order to coordinate with them on providing the OrbitMall service to

subscribers and providing information about the availability of the OrbitMall service. For example, depending on what Partner services you use, we may share information:

- in order to facilitate Partner pre-paid promotions or collection of payment for the OrbitMall service for distribution to us;
 - with Partners who operate voice assistant platforms that allow you to interact with our service using voice commands;
 - so that content and features available in the OrbitMall service can be suggested to you in the Partner's user interface. For subscribers, these suggestions are part of the OrbitMall service and may include customized and personalized viewing recommendations.
- **Promotional offers:** We may offer joint promotions or programs that, in order for your participation, will require us to share your information with third parties. In fulfilling these types of promotions, we may share your name and other information in connection with fulfilling the incentive. Please note that these third parties are responsible for their own privacy practices.
- **Protection of OrbitMall and others:** OrbitMall and its Service Providers may disclose and otherwise use your personal and other information where we or they reasonably believe such disclosure is needed to (a) satisfy any applicable law, regulation, legal process, or governmental request, (b) enforce applicable terms of use, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address illegal or suspected illegal activities (including payment fraud), security or technical issues, or (d) protect against harm to the rights, property or safety of OrbitMall, its users or the public, as required or permitted by law.
- **Business transfers:** In connection with any reorganization, restructuring, merger or sale, or other transfer of assets, we will transfer information, including personal information, provided that the receiving party agrees to respect your personal information in a manner that is consistent with our Privacy Statement.

Whenever in the course of sharing information we transfer personal information to countries outside of the GCC and other regions with comprehensive data protection laws, we will ensure that the information is transferred in accordance with this Privacy Statement and as permitted by the applicable laws on data protection.

You may also choose to disclose your information in the following ways:

- certain portions of our service may contain a tool which gives you the option to share information by email, text message and social or other sharing applications, using the clients and applications on your smart device;
- social plugins and similar technologies allow you to share information.

Social plugins and social applications are operated by the social networks themselves, and are subject to their terms of use and privacy policies.

Access to Account and Profiles

- **Giving others access to your account:** If you share or otherwise allow others to have access to your account, they will be able to see shows you have watched, ratings, and account information (including your email address or other information in the "Account" area of our website). This remains true even if you use our profiles feature.
- **Profiles:** Profiles allow users to have a distinct, personalized OrbitMall experience, built around the movies and shows of interest to them, as well as separate watch histories. Please note that profiles, unless password protected, are available to everyone who uses your OrbitMall account, so that anyone with access to your OrbitMall account can navigate to and use, edit or delete profiles. You should explain this to others with access to your account, and if you do not wish them to use or change your profile, be sure to let them know.

Your Choices

Email and Text Messages. If you no longer want to receive certain communications from us via email or text message, simply access the "Communications Settings" option in the "Account" section of our website and uncheck those items to unsubscribe. Alternatively, click the "unsubscribe" link in the email or reply STOP (or as otherwise instructed) to the text message. Please note that you cannot unsubscribe from service-related correspondence from us, such as messages relating to your account transactions.

Matched Identifier Communications. Some third party sites and apps allow us to reach our users with online promotions about our titles and services by sending a privacy protective identifier to the third party. A privacy protective identifier means we convert the original information (such as an email address or phone number) into a value to keep the original information from being revealed. The third party compares the privacy protective identifier to identifiers in its database and there will be a match only if you have used the same identifier (such as an email address) with OrbitMall and the third party. If there is a match, OrbitMall can then choose whether or not to send a given promotional communication to you on that third party site or app, and can optimize and better measure the effectiveness of online advertising. You can opt out in the "Marketing Communications" section of the "Account" section of our website.

Your Information and Rights

We will keep your personal information and data in accordance with local laws.

For other requests, or if you have a question regarding our privacy practices, please contact our [insert email]. We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

We may reject requests that are unreasonable or not required by law, including those that would be extremely impractical, could require disproportionate technical effort, or could expose us to operational risks such as free trial fraud. We may retain information as required or permitted by applicable laws and regulations, including to honor your choices, for our billing or records purposes and to fulfill the purposes described in this Privacy Statement. We take reasonable measures to destroy or de-identify personal information in a secure manner when it is no longer required.

Security

We use reasonable administrative, logical, physical and managerial measures to safeguard your personal information against loss, theft and unauthorized access, use and modification. These measures are designed to provide a level of security appropriate to the risks of processing your personal information.

Other Websites, Platforms and Applications

The OrbitMall service may be provided through and/or utilize features (such as voice controls) operated by third party platforms, or contain links to sites operated by third parties whose policies regarding the handling of information may differ from ours. For example, you may be able to access the OrbitMall service through platforms such as gaming systems, smart TVs, mobile devices, set top boxes and a number of other Internet connected devices. These websites and platforms have separate and independent privacy or data policies, privacy statements, notices and terms of use, which we recommend you read carefully. In addition, you may encounter third party applications that interact with the OrbitMall service.

Children

You must be 18 years of age or older to subscribe to the OrbitMall service. In certain jurisdictions, the age of majority may be older than 18, in which case, you must satisfy that age in order to become a subscriber. While individuals under the age of 18 may utilize the service, they may do so only with the involvement, supervision, and approval of a parent or legal guardian.

Changes to This Privacy Statement

We will update this Privacy Statement from time to time in response to changing legal, regulatory or operational requirements. We will provide notice of any such changes (including when they will take effect) in accordance with law. Your continued use of the OrbitMall service after any such updates take effect will constitute acknowledgement and (as applicable) acceptance of those changes. If you do not wish to acknowledge or accept any updates to this Privacy Statement, you may cancel your use of the OrbitMall service. To see when this Privacy Statement was last updated, please see the "Last Updated" section below.