

## Terms and Conditions: Terms and Conditions for Use of Website

**READ CAREFULLY.** This Terms of Use Agreement ("*Terms of Use*") applies to use of the SADOUN.COM website located at <http://WWW.SADOUN.COM> (the "*Site*"). The Site is the property of Global Sourcing Solutions & Commerce LLC DBA Sadoun Satellite Sales (together with its affiliated companies, including without limitation, 12Sat.com and Sadoun.us, Sadoun.net, 888Sat.com, SATHAWK.TV, "*SADOUN.COM*"). **Before you proceed with your purchase using our shopping cart, BY CLICKING "I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF USE," YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, DO NOT CLICK ON THE BUTTON AND DO NOT USE THE SITE.**

SADOUN.COM reserves the right, at its sole discretion, to change, add or remove portions of this Terms of Use, at any time. It is your responsibility to check this Terms of Use each time before using the Site. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. ***You agree that all subsequent purchases by you will be subject to the terms and conditions of this Terms of Use, which shall apply until we post a modified Terms of Use and then in accordance with such modified Terms of Use.*** As long as you comply with this Terms of Use and any such modifications, SADOUN.COM grants you ("*End User*") a personal, non-exclusive, non-transferable, non-sublicensable, limited privilege to enter and use the Site.

**1. Content; Copyright and Trademark Notice.** All media (downloaded or samples), software, text, images, graphics, user interfaces, music, videos, photographs, trademarks, logos, artwork and other content on the Site (collectively, "*Content*"), including but not limited to the design, selection, arrangement, and coordination of such Content on the Site is owned or licensed by or to SADOUN.COM, and is protected by copyright, trade dress, and trademark laws, and various other intellectual property rights laws. **Except as expressly provided in this Terms of Use, no part of the Site and no Content may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, uploaded, posted, publicly displayed, altered to make new works, performed, digitized, compiled, translated or transmitted in any way to any other computer, website or other medium or for any commercial purpose, without SADOUN.COM's prior express written consent. Except as expressly provided herein, you are not granted any rights or license to patents, copyrights, trade secrets, trade dress, rights of publicity or trademarks with respect to any of the Content, and SADOUN.COM reserves all rights not expressly granted hereunder. SADOUN.COM expressly disclaims all responsibility and liability for uses by you of any Content obtained on or in connection with the Site.**

SADOUN.COM, SATHAWK are registered trademarks, trademarks or service marks of SADOUN.COM. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of SADOUN.COM. All other trademarks or service marks are property of their respective owners. The use of any SADOUN.COM trademark or service mark without SADOUN.COM's express written consent is strictly prohibited.

**2. Registration; Customer Accounts; Use of Site.** Certain services offered on or through the Site require you to first open a My Account. You are responsible for maintaining the confidentiality of your My Account information, including your password, and for all activity that occurs under your account. You agree to notify SADOUN.COM immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by SADOUN.COM or any other user of the Site due to someone else using your password or customer account. You may not use anyone else's password or customer account at any time. You may not attempt to gain unauthorized access to the Site. Should you attempt to do so, assist others in making such attempts, or distributing instructions, software or tools for that purpose, then your customer My Account will be terminated. You agree to provide us with accurate, current and complete information about yourself and your billing information as prompted by the registration process. You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, probe, test or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any of the systems or networks comprising or connected to the Site.

You also agree that SADOUN.COM may, in its sole discretion and without prior notice to you, terminate your access to the Site and your My Account for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting

## Sadoun Satellite Sales Terms and Conditions

any Content, (3) discontinuance or material modification of the Site or any service offered on or through the Site, (4) violations of this Terms of Use, (5) failure to pay for purchases, (6) suspected or actual copyright infringement, (7) unexpected operational difficulties, or (8) requests by law enforcement or other government agencies. **You agree that SADOUN.COM will not be liable to you or to any third party for termination of your access to the Site.**

**3. Consent To Collection, Use & Disclosure of Your Personal Information.** As more fully described in our Privacy Policy, you must disclose certain Personally Identifiable Information to use our Site, register, and make purchases. As a condition of registering with our Site or making any purchases of any products and/or services or conduct any transactions, you represent that you have first read our Privacy Policy and consent to the collection, use and disclosure of your Personally Identifiable Information and Non-Personally Identifiable Information as described in our Privacy Policy. Our Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing the Site, using any features or making any purchase, you agree that you will first review our Privacy Policy prior to making any initial or subsequent purchases.

While SADOUN.COM takes reasonable steps to safeguard and to prevent unauthorized access to your personal information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your private information. IN NO EVENT SHALL SADOUN.COM OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER SADOUN.COM WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

**4. Consent to Our Communication With You By E-Mail.** *By establishing a My Account with us, and each time you make a purchase through our Site, you grant permission for SADOUN.COM to contact you at your e-mail address. To stop receiving our marketing emails, send an e-mail to us at [optout@SADOUN.COM](mailto:optout@SADOUN.COM) or follow the opt-out procedures set forth in such marketing emails.*

**5. Conditions of Sale and Payment Terms.** To purchase any goods and/or services on our Site, you must (a) be at least eighteen (18) years of age or the applicable state age of majority, (b) be a natural person (no corporations, partnerships or other legal entities), and (c) be a resident in the 50 states of the United States of America, exclusive of its commonwealths, territories and possessions ("United States"). Prior to the purchase of any goods or services on our Site, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration, and (v) any activation numbers or codes needed to charge your card. **By submitting that information to us, you hereby agree that you authorize us to charge your card at our convenience but within thirty (30) days of credit card authorization. All sales of products and services are final. All charges from those sales are nonrefundable.**

**6. Methods of Payment, Credit Card Terms and Taxes.** All payments must be made by VISA, MasterCard, American Express, Discover, Paypal, and government credit cards (each of which may be removed by SADOUN.COM in its sole discretion). Unless expressly set forth on the SADOUN.COM site, we do not accept any other payment form. If we offer or accept any other form of payment, you hereby agree to all restrictions, terms and conditions associated with such additional form of payment. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this Terms of Use to determine your rights and liabilities as a cardholder. **YOU, AND NOT SADOUN.COM, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.** You agree to pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify SADOUN.COM of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If SADOUN.COM does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by SADOUN.COM or its agents. You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to, sales, use or value-added taxes. SADOUN.COM shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within California and Massachusetts and any other states or localities that it deems is required.

**7. Products Terms of Use and Declaration of Intent:** The *End User* understands that certain cable/satellite television equipment sold legally may nevertheless be used in an unauthorized manner to aid in the theft of cable/satellite television

## Sadoun Satellite Sales Terms and Conditions

services. As an inducement to the dealer to sell *End User* cable/satellite equipment, *End User*, hereby declare, under penalties of perjury, that *End User* understand that federal law and various state and local laws provide for substantial criminal and civil penalties for the theft of cable/satellite television services, and that all products that *End User* purchase from Sadoun Satellite Sales, now and in the future, will not be used to intercept any cable/satellite television signal without proper authorization from *End User's* local cable/satellite company and payment of all lawful charges, and *End User* will only use the equipment in accordance with all applicable federal, state and local laws.

SADOUN SATELLITE SALES IS SELLING *END USER* EQUIPMENT SO THAT *END USER* MAY USE IN A LEGITIMATE WAY AS INTENDED. IT IS NOT THE INTENT OF SADOUN SATELLITE SALES TO DEFRAUD ANY CABLE/SATELLITE COMPANY, AND SADOUN SATELLITE SALES WILL NOT ASSIST ANY INDIVIDUAL IN DOING SO. RECEIVING CABLE/SATELLITE SIGNALS WITHOUT PROPER PAYMENT IS A CRIME. IT IS THE *END USER'S* RESPONSIBILITY TO NOTIFY THEIR CABLE/SATELLITE COMPANY OF ANY EQUIPMENT THEY MAY HAVE, AND MUST OBTAIN PERMISSION TO USE SUCH EQUIPMENT. SADOUN SATELLITE SALES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES PHYSICAL OR LEGALLY THAT MAY BE INCURRED WHILE USING EQUIPMENT PURCHASED FROM SADOUN SATELLITE SALES. *END USER* MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS REGARDING PRIVATE OWNERSHIP OF CABLE/SATELLITE TV EQUIPMENT.

In the event that *End User* is a dealer in cable/satellite television equipment, *End User* will not advertise such products with the intent that any purchaser buy the equipment for the purpose of aiding in any theft of cable/satellite television services, nor will *End User* sell or otherwise transfer any equipment *End User* have purchased from Sadoun Satellite Sales to any third party who *End User* know or may suspect will use any such cable/satellite equipment for the theft of cable/satellite television services. AS AN INDUCEMENT TO THE DEALER, *END USER* AGREES TO INDEMNIFY SADOUN SATELLITE SALES FOR ANY LIABILITIES, COST OR EXPENSE WHICH MAY INCUR, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COURT COSTS, AS A RESULT OF MY BREACH OF THE FOREGOING DECLARATION.

Title 47 of the United States Code 553 (a)(1) (<http://www.usdoj.gov/criminal/cybercrime/47usc553NEW.htm>) states that:

"No person shall intercept or receive or assist in intercepting or receiving any communications service offered over a cable system, unless specifically authorized to do so by a cable operator or as may otherwise be specifically authorized by law."

By placing an order, the *End User* states that he/she is of legal age and those products ordered will only be used in a lawful manner. It is the sole responsibility of the end user to ensure compliance with Federal, State and Local laws when using these products.

*End User* agrees to hold Sadoun Satellite Sales, it's owners, employees and affiliates free of any claims, actions, legal and/or court fees brought against him/her in connection with any use/misuse of products ordered from this web site and/or products from external sites. *End User* further agrees to hold and save harmless distributor from any and all claims, liabilities, disputes and expenses such as attorney's fees from third parties resulting from improper use (i.e. hacking or pirating encoded pay satellite signal) of the equipment furnished by distributor, including but not limited to attorney fees and court costs.

**8. Order Acceptance Policy.** Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. SADOUN.COM reserves the right at any time after receipt of your order to accept or decline your order for any reason. SADOUN.COM further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by SADOUN.COM upon our delivery of products or services that you have ordered. All orders placed over \$1000.00 (U.S.) must obtain pre-approval with an acceptable method of payment, as established by our credit and fraud avoidance department. We may require additional verifications or information before accepting any order.

**9. No Responsibility To Sell Mispriced Products Or Services.** SADOUN.COM shall have the right to refuse or cancel any orders placed for products and/or services listed at an incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. SADOUN.COM shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, SADOUN.COM shall immediately issue a credit to your credit card account in the amount of the charge.

**10. Modifications to Prices or Billing Terms.** SADOUN.COM RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY E-MAIL DELIVERY TO YOU.

**11. Service and Support for Goods Sold.** All requests for technical service and support should be made directly to the manufacturer in accordance with their terms and conditions.

**12. Indemnification.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SADOUN.COM AND ITS PARENTS, SISTER COMPANIES, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, OTHER END USERS, DISTRIBUTORS, LICENSORS, OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY ARISING OUT OF OR RELATED TO YOUR VIOLATION OF THIS TERMS OF USE, OR YOUR VIOLATION OF ANY LAW, REGULATION OR THIRD-PARTY RIGHT.

**13. Disclaimer of Warranties.** THE SITE, PRODUCTS, SERVICES, CONTENT, SOFTWARE, ARTWORK, DATA, AND INFORMATION ARE PROVIDED "AS IS." ALL OF SADOUN.COM'S PHYSICAL PRODUCTS ARE GUARANTEED AGAINST MATERIAL DEFECTS FOR THIRTY (30) DAYS FROM THE DATE OF INVOICE. EXCEPT AS EXPRESSLY STATED HEREIN, SADOUN.COM EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO OR REFERENCED BY THE SADOUN.COM SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR QUALITY OF DATA AND FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, TITLE, NON-INFRINGEMENT, LACK OF VIRUSES OR CORRESPONDENCE TO DESCRIPTION.

**14. LIMITATION OF LIABILITY.** THE ENTIRE RISK ARISING OUT OF THE USE OF THE SITE, THE USE OF ANY PRODUCTS AND/OR SERVICES OFFERED ON OR IN CONNECTION WITH THE SITE, AND/OR THE USE OF ANY CONTENT AND/OR DIGITAL DOWNLOADS REMAINS WITH YOU. IN NO EVENT SHALL SADOUN.COM OR ITS LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS TERMS OF USE OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, SERVICES, CONTENT AND/OR DIGITAL DOWNLOADS, WITH THE DELAY OR INABILITY TO USE THE SADOUN.COM SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE PRODUCTS OR SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SADOUN.COM SITE WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EVEN IF SADOUN.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS TERMS OF USE OR POSTED ON THE SITE, THE MAXIMUM LIABILITY THAT SADOUN.COM SHALL HAVE IS LIMITED TO ANY AMOUNTS ACTUALLY PAID TO SADOUN.COM BY END USER. ORDER INFORMATION SUCH AS BILLING OR SHIPPING ADDRESS THAT IS INACCURATE OR INCOMPLETE MAY RESULT IN DELAYS THAT SHALL NOT BE THE RESPONSIBILITY OF SADOUN.COM. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES AND LIMITED REMEDIES SET FORTH HEREIN REPRESENT AN INSEPARABLE ALLOCATION OF RISK (INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF A TOTAL AND FUNDAMENTAL BREACH OF THIS TERMS OF USE) THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**15. Policy to Terminate Privileges for Copyright Infringement.** Pursuant to 17 U.S.C. § 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), SADOUN.COM will terminate the account of any customer, or vendor who uses his or her privileges to unlawfully transmit copyrighted material without a license, valid defense or fair use privilege to do so. After proper notification by the copyright holder or its agent to the SADOUN.COM and later confirmation through court order or an admission by the customer that an account has been an instrument of unlawful infringement, SADOUN.COM will terminate the infringing customer's account. SADOUN.COM may also in its sole discretion decide to terminate a customer's account privileges prior to that time if it has good belief that infringement has in fact occurred. In addition, pursuant to 17 U.S.C. § 512(c), SADOUN.COM has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. SADOUN.COM respects the intellectual property of others and we ask other to do the same. If you believe that your copyright has been infringed through the SADOUN.COM website, please contact "Legal Department", via facsimile at (614) 529-9570, or mail at:

## Sadoun Satellite Sales Terms and Conditions

Attn: Legal Department, SADOUN.COM, 4974C Scioto Darby rd, Hilliard, OH 43026

Any written notice describing the infringing activity must include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive that is allegedly infringed;
2. A description of the allegedly infringing work or material;
3. A description of where the allegedly infringing material is located on the site;
4. Information reasonably sufficient to allow us to contact you, such as your address, telephone number and e-mail address;
5. A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright or other proprietary right owner, its agent, or the law; and
6. A statement by you that the above information and notification is accurate, and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner whose exclusive right is allegedly infringed.

**16. General.** No delay or failure to take action under this Terms of Use shall constitute any waiver by SADOUN.COM of any provision of this Terms of Use. If any provision of this Terms of Use is invalid or unenforceable under applicable law, it is, to that extent, deemed enforceable to the fullest extent possible (and severable in the event such provision is completely unenforceable) and the remaining provisions of this Terms of Use will continue in full force and effect. This Terms of Use will bind and inure to the benefit of SADOUN.COM's permitted successors and assigns. **ANY CLAIM UNDER THESE TERMS OF USE MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES. THESE TERMS OF USE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO WITHOUT REGARD TO OR APPLICATION OF ANY CONFLICT OF LAWS PROVISIONS. YOU CONSENT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN FRANKLIN COUNTY, IN THE STATE OF OHIO.** This Terms of Use is personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Terms of Use shall be null and void. SADOUN.COM may freely assign this Terms of Use without consent or notice. This Terms of Use (including all documents expressly incorporated herein by reference, including but not limited, to the relevant Usage Rules) constitutes the complete and exclusive agreement between SADOUN.COM and you with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

Last modified: May 27, 2005

SADOUN SATELLITE SALES \* <http://www.sadoun.com> \* 888-519-9595