

**TERMS OF USE  
THURAYA TELECOMMUNICATIONS COMPANY  
DEVELOPER PROGRAM WEBSITE  
VERSION 1.1 DECEMBER 2015**

**1. General**

- 1.1. This Developer Program Website under [www.thuraya.com](http://www.thuraya.com) (the “Developer Program Website”) is owned, operated and maintained by Thuraya Telecommunications Company, a private joint stock company, duly incorporated and validly existing under the laws of the United Arab Emirates, with registered address at Thuraya Telecommunications Company, P.O. Box 283333, Dubai, United Arab Emirates (“Thuraya”).
- 1.2. The Developer Program Website, its content and the services and information provided by Thuraya are intended solely for the purpose of enabling Developers to design, develop, test, support and maintain software applications (the “Applications”) and, if applicable, to upload such Applications on both AppStore and GooglePlay, for iOS and Android devices, respectively (the “Permitted Purpose”).

**2. Acceptance of Terms of Use**

- 2.1. The Developer Program Website including all services, information, documents, software and other materials on it, your access to it and your use of it are subject to these terms of use (the “Terms of Use”).
- 2.2. You agree to accept and to be bound by the Terms of Use (including any change thereto) by (a) clicking to accept or agree to the Terms of Use when registering on the Developer Program Website or (b) actually accessing and using the Developer Program Website. Please carefully read all clauses of the Terms of Use before using the Developer Program Website. If you do not agree to the Terms of Use, you cannot register yourself at the Developer Program Website and please do not further access and/or use the Developer Program Website. By agreeing to the Terms of Use, you agree to comply with the Terms of Use. In the event you fail to comply with any of the Terms of Use, your permission to use the Developer Program Website and all rights granted to you in the Terms of Use will automatically be terminated and you must immediately destroy any extracts downloaded or printed from the Developer Program Website.
- 2.3. Thuraya reserves the right to change, modify, add or remove parts of the Developer Program Website (including on line services and tools) and the Terms of Use at any time at its discretion and without notice. All amendments to the Terms of Use will be posted on the Developer Program

Website. Thuraya reserves the right to amend the content or presentation of the Developer Program Website without notice and you acknowledge that access to and/or use of the Developer Program Website may be terminated, limited, denied or disabled at any time and that you may not be able to recover information you may have uploaded to the Developer Program Website. Accordingly, you should have in place appropriate measures for ensuring you retain copies of all such information. Please check the Terms of Use periodically for changes as your continued use of the Developer Program Website constitutes your acceptance of such changes.

- 2.4. You shall not assign any of your rights and obligations under the Terms of Use without Thuraya's prior written approval. Thuraya is entitled to assign any of its rights and obligations under the Terms of Use to any other person or entity.
- 2.5. If any term or condition of the Terms of Use is found to be unenforceable, the remainder of the Terms of Use shall continue to apply.
- 2.6. For certain services, information, documents, software and other materials on the Developer Program Website, additional terms and conditions may apply. If you want to access and/or use such services, information, documents, software and other materials you shall also agree to the relevant terms and conditions applicable to such services, information, documents, software and other materials. In the event of any inconsistency between such additional terms and conditions and these Terms of Use, the Terms of Use shall prevail.

### **3. Username and password**

- 3.1. You shall keep your personal username and password (jointly, your "Access Code") given to you on your registration email as strictly confidential and shall ensure that your Access Code is not disclosed to any other person.
- 3.2. You are entirely responsible for any use of your Access Code. You shall notify Thuraya immediately in the event you become aware of any unauthorized use of your Access Code or any other breach of security.
- 3.3. Your Access Code may be installed only once and may not be re-used, transferred or assigned. You may be required to delete certain Access Codes upon receipt of upgraded or replacement Access Codes.

### **4. Intellectual Property Rights**

All Intellectual Property Rights (including all copyrights, patents, trademarks, service marks, database rights and designs), whether registered or unregistered in and relating to any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product name, company names and trade mark logos and trade names contained on the Developer Program Website (jointly, the "Content") shall remain the content of Thuraya and are explicitly reserved. You shall not attempt to obtain any title to any such intellectual property rights.

## 5. Permitted Use

- 5.1. You are permitted to access, read and use the Content included on the Developer Program Website and to print or download parts of the Content from the Developer Program Website solely for the Permitted Purpose, subject to the restrictions set out in clause 5.2 below.
- 5.2. Without limitation, you shall not:
  - 5.2.1. alter, reproduce or redistribute any part of the Developer Program Website and/or the Content except as expressly permitted in clause 5.1 above nor create any derivative works from them;
  - 5.2.2. commercially exploit any part of the Developer Program Website and/or the Content other than in accordance with the Permitted Purpose and any applicable terms and conditions;
  - 5.2.3. remove any copyright notices from any copies made of any part of the Developer Program Website and/or the Content; or
  - 5.2.4. reproduce or use any trade or service marks that appear in any part of the Developer Program Website and/or the Content.
- 5.3. Any software, products or services downloadable or otherwise available from the Developer Program Website are provided subject to the terms and conditions of the applicable license or service agreement.
- 5.4. Except as permitted under clause 5.1, no part of the Developer Program Website may be reproduced or stored in any other website or included in any electronic retrieval system without Thuraya's prior written approval.
- 5.5. Any intellectual property rights not expressly granted in the Terms of Use is reserved.
- 5.6. You shall comply with all applicable laws and regulations in your use of the Developer Program Website. You shall not misuse the Developer Program Website in any way. In particular, you shall not use the Developer Program Website for any purpose or in any way that might harm, infringe the rights of or cause loss to Thuraya or any third party.
- 5.7. Your use of the Developer Program Website and the Content and any decisions based upon the Developer Program Website or the Content are at your own risks.

## 6. Restrictions on use

- 6.1. Without limitation, you shall not use or permit anyone else to use the Developer Program Website (a) to send, receive or post any material which is offensive or of an indecent, obscene or menacing character, blasphemous or defamatory of any person; (b) in breach of any applicable laws and regulations; (c) in breach of any confidentiality obligations, intellectual property rights, publicity and privacy rights or any other third party rights; (d) to cause annoyance, inconvenience or anxiety; (e) to intercept or attempt to intercept any communications transmitted by way or a telecommunications system; (f) other than in accordance with accepted business practices; (g) in any other way which may, in Thuraya's opinion, adversely affect the use of the Developer Program Website by other users of the Developer Program Site.
- 6.2. The following uses of the Developer Program Website are expressly prohibited: (a) resale of any software, products or services in whole or in part without Thuraya's prior written approval; (b) furnishing false, inaccurate, outdated or incomplete data or information; (c) circumventing security on the Developer Program Website, including but not limited to, intercepting or accessing data not intended for you, logging into a server or account that you are not expressly authorized to access or probing the security of other networks; (d) sending unsolicited bulk mail messages or sending "junk mail", malicious emails or other advertising material to individuals or companies who did not specifically request such material; (e) uploading or distributing viruses or other forms of malware or spyware.
- 6.3. Thuraya reserves the right to block access to and/or edit or remove any material which in its reasonable opinion may rise to a breach of this Clause 6.

## 7. Thuraya's right to use User Content

- 7.1. Any intellectual property rights you hold with regard to any software application that you develop and provide on or through the Developer Program Website or which you send to Thuraya by e-mail or other correspondence (the "User Content") will remain with you. With the exception of personal information you hereby grant Thuraya a perpetual, royalty-free, worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, distribute, market, transmit, sub-license, export, share, host, adapt and/or modify the User Content for the Permitted Purpose only. Thuraya shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed by Thuraya in writing or required by law.
- 7.2. You represent and warrant that you have the right (a) to grant the license set out above and (b) to upload the User Content on the Developer Program Website. You acknowledge that the license set out above includes the right for Thuraya to make the User Content available to any entity with which Thuraya has contractual arrangements for further distribution of the User Content in accordance with the Permitted Purpose.
- 7.3. It is your responsibility to ensure the full content of any User Content you provided to Thuraya is true, legal, accurate, complete and updated and does not conflict with any right of third parties in any way. You warrant that the User Content you provided to Thuraya is correct and does not

infringe any rights of third parties. Furthermore, you warrant that you hold the necessary consent to upload and distribute any personal information about third parties. Thuraya shall in no way be held liable for such User Content provided by you to Thuraya and Thuraya is not obliged to make use of such User Content or to place it on the Developer Program Website. Thuraya holds the final decision to the posting or withdrawal of any User Content at any time without prior notice to you or any third party. Thuraya may monitor or review any area of the Developer Program Website where users transmit or post User Content as well as the substance of any User Content. Also, Thuraya reserves the right to verify, modify or delete such User Content provided by you to Thuraya when deemed necessary by Thuraya or following a notice of a third party.

7.4. You warrant that all information provided on registration and during the course of your use of the Developer Program Website is true, complete and accurate and that you shall promptly inform Thuraya of any changes to such information.

7.5. You agree to indemnify, defend and hold Thuraya harmless against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by Thuraya directly or indirectly in respect of (a) User Content and/or any other information your provided on or through the Developer Program Website or which you send to Thuraya by e-mail or other correspondence; (b) your use or misuse of the Content or the Developer Program Website; or (c) any breach of the Terms of Use by you.

## **8. Confidential Information**

You shall not disclose to any third party any Content you have downloaded from the Developer Program Website or otherwise received from Thuraya which is proprietary, marked as confidential or that would normally be considered confidential under normal circumstances (the “Confidential Information”). Confidential Information does not include information that (a) has become publicly known through no breach of any obligations of confidentiality; (b) has been independently developed without access to the Confidential Information; or (c) is received by you from a third party who has the lawful right to disclose such information; or (d) required to be disclosed by law or by a governmental authority.

## **9. Privacy**

9.1. Thuraya is committed to respect your privacy and to comply with applicable data protection and privacy laws. You can visit the Developer Program Website without disclosing any personal information about yourself. However, when you registered with Thuraya or complete on line forms, you may need to provide personal information such as your name, telephone, fax number and email address as well as choosing a user name and password. In these situations, if you choose to withhold any personal data required by us, it may not be possible for you to have access to certain parts of the Developer Program Website or for us to respond to your query.

9.2. During your visit to the Developer Program Website, Thuraya may collect data of an impersonal nature, mainly through the use of cookies. A cookie is a small text file which a server can place on the hard drive of a user’s computer. It contains information about the relevant visitor’s visit to the Developer Program Website. Cookies can be used to collect specific information during a visitor’s visit. This information can help Thuraya to ensure that the Developer Program Website and our services more closely accommodate the requirements and preferences of the users of the

Developer Program Website. You may configure your internet browser to notify you each time a new cookie is about to be stored on your computer so that you may decide whether to accept or reject it. Please refer to your internet browser's help section for specific instructions. Please note that some parts of the Developer Program Website may not function properly if you reject cookies.

- 9.3. If you choose to provide us with personal information, it will be used in support of the intended purposes stated at the time at which it was collected and subject to any preferences indicated to you. You acknowledge that by providing data to us, you consent to the processing of your data in accordance with the privacy policy statement included herein. Thuraya may use your data to register you as a developer, to administer and maintain registrations, administer and maintain User Content to contact you, to create and share reports on the registrations and User Content. Thuraya may share this data with (a) third parties with whom we have contractual arrangements; and (b) third parties if we are required to do so in accordance with any provision of the law or a court judgment. You acknowledge that User Content may contain personal data related and that you consent to the processing thereof when distributing the User Content to third parties.
- 9.4. Thuraya will keep your data only for as long as is reasonably needed for such purposes and in accordance with any applicable legal reporting or documentation retention requirements.
- 9.5. If you wish to obtain details of the personal information we hold about you or if you have any enquiries about Thuraya's data protection and privacy policies, please write to:

Legal\_div@thuraya.com  
Legal Department  
Thuraya Telecommunications Company  
P.O. Box 283333, Dubai, United Arab Emirates

Please quote your name and address. We would be grateful if you could also provide brief details of what information you would like, as this will help us to locate your data. We will take all reasonable steps to confirm your identity before providing you with details of any personal information we may hold about you.

- 9.6. To ensure the security and confidentiality of personal data that Thuraya collects on-line, Thuraya uses data networks protected, inter alia, by industry standards. Notwithstanding the foregoing, please be aware that communications over the Internet, including email, are not secure unless they have been encrypted. Your communications may route through a number of countries before being delivered - this is the nature of the Internet. Thuraya cannot accept responsibility for any unauthorized access or loss of personal information that is beyond its control.

## 10. Disclaimers and limitation of liability

- 10.1. The Content and the Developer Program Website are provided "as is". Thuraya does not guarantee that the Content provided on the Developer Program Website is up to date, complete and

accurate or that it is free of any defect, errors and/or viruses. Furthermore, Thuraya does not guarantee that such defects, error and/or viruses will be remedied or deleted.

10.2. Thuraya reserves the right to interrupt the accessibility of the Developer Program Website for maintenance or updating purposes.

10.3. You are solely responsible for downloading and/or using any Content. You shall apply your own judgment in making any use of any Content.

10.4. In no event shall Thuraya be liable for any direct and/or indirect loss, damage or expense which may be suffered due to your use of the Content, User Content and/or Developer Program Website, or as a result of the inaccessibility of the Developer Program Website; and/or the fact that the Content or the User Content is incorrect, incomplete or not up to date.

10.5. This clause does not exclude or limit the liability of Thuraya for anything for which liability cannot be excluded or limited by law.

## **11. Links**

11.1. The Developer Program Website may contain links to other websites and servers which are not managed by Thuraya. Thuraya does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice or statements contained at such websites and servers and when you access such websites and servers you are doing so at your own risk. Thuraya does not intend links on the Developer Program Website to be referrals or endorsements of the linked entities and these links are provided for convenience only.

11.2. You shall not include a link to the Developer Program Website except for Thuraya's prior written approval.

## **12. Termination**

12.1. We may restrict or terminate your registration as well as your access to the Developer Program Website immediately by giving you a notice by email or in writing if (a) you breach any of the Terms of Use or (b) we are required to do so by law. In all other cases we shall give you fourteen (14) days prior written notice of Thuraya's intention to terminate your registration as well as your access to the Developer Program Website. You may also terminate this registration by giving Thuraya fourteen (14) days prior written notice by email or in writing.

12.2. Upon termination of your registration to the Developer Program Website, for whatever reason, you shall (a) immediately cease using the Developer Program Website and your Access Code; and (b) immediately destroy any Content and extracts downloaded or printed from the Developer Program Website.

## **13. Governing law and jurisdiction**

The Developer Program Website and the Terms of Use are governed by and shall be construed in accordance with the laws of England and Wales. Any dispute arising pursuant to or in connection with

the Developer Program Website (or its use) and/or the Terms of Use shall be submitted to the exclusive jurisdiction of the London courts.

**I acknowledge that I have read and agree to the above Terms of Use.**

**Signature of the Applicant**

**Name:**

**Title:**

**Company:**