End User Terms of Service

IMPORTANT NOTICE: PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

This End User Terms of Service Agreement (the “Agreement”) is between you and Delta Air Lines, Inc., including any affiliate and/or subsidiary, and any other brand names as will be applicable from time-to-time, (collectively, “Delta,” “us,” “we,” or “our”), and governs your use of Wi-Fi and internet services (the “Service”) provided on the aircraft from which you are connecting to the Service (the “Site”). Only Delta customers may use the Service. For purposes of this Agreement, “customer” means a customer on a Delta flight or persons expressly authorized by Delta to use the Service at the Site while onboard the relevant aircraft. BY ACCESSING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE CURRENTLY A DELTA CUSTOMER WHILE YOU ARE ACCESSING THIS SERVICE AT THE SITE AND ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. If you are not a current customer of Delta and/or you do not agree to or understand this Agreement, then you may not use or access this Service. For purposes of your using the Service, Delta and any third party provider providing the Service at the Site, namely, Viasat, Inc. (“Third Party Provider”) will assume, and by using this Service you warrant and promise that you are at least 18 years of age and have legal capacity to enter into this Agreement (i.e., that you are of sufficient age and otherwise can be legally bound in contract) and that you will supervise and accept responsibility for usage of your account by minors. You are agreeing to this Agreement in consideration of your use and access to the Service and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), for the benefit of Delta and its Third Party Provider. You agree that the Third Party Provider shall be deemed third-party beneficiaries of this Agreement with the right to enforce this Agreement and the right to enforce the protections afforded to them under this Agreement. This Agreement does not create, and you expressly disclaim, any other third-party beneficiary relationships.

1. Authorized Use of the Service. In exchange for access to and use of the Service, you agree to provide Delta with accurate and complete registration information, if requested, and to notify Delta of changes to your registration information. You also agree to protect the security of information you use to access the Service and to notify Delta immediately of any unauthorized use of your account that you become aware of. You also agree that you are authorized to use the Service solely while you are Delta customer at the Site, subject to the terms and conditions of this Agreement. You further agree that you are fully responsible for your activities while using this Service (including for any content, information and other materials you access or transmit via this Service), and that you shall bear all risks regarding use of this Service. You agree not to use this Service to engage in any Prohibited Conduct. Broadly stated, “Prohibited Conduct” is any conduct that is unlawful, infringing (such as downloading copyright protected material, video, audio or otherwise without the owner’s permission), tortious (conduct that is intentionally harmful to an individual or entity or conduct that negligently or knowingly puts an individual or entity at risk), or otherwise of a nature that a reasonable individual would or should know would violate another party's intellectual property rights, privacy rights or other rights; or conduct that otherwise interferes with the operation of, use of, or enjoyment of, any service, system or other property. Prohibited Conduct further includes, without limitation, use of the Service, or any of Delta's or its Third Party Provider’s equipment, in violation of this Agreement or the Acceptable Use Policy Restrictions contained in Section 16 of this Agreement.

Delta and/or its Third Party Provider may from time to time measure or compute bandwidth, simultaneous connections, and aggregate data downloads/uploads utilized by its users. Delta or its Third Party Provider may restrict your activities within the Service, including, for example, to allocate bandwidth among all users of the Service or if Delta or its Third Party Provider determines that you are exceeding the available
bandwidth, disk utilization, aggregate data download/upload limits, simultaneous connections, or reasonable session times.

2. Consent to Monitoring. YOU ACKNOWLEDGE THAT, IN CONNECTION WITH THE USE OF THIS SERVICE, DELTA AND ITS THIRD PARTY PROVIDER RESERVE THE RIGHT TO, AND YOU HEREBY CONSENT TO, (1) MONITORING YOUR COMMUNICATIONS AND ACTIVITIES VIA THE SERVICE (INCLUDING THEIR CONTENT) DURING TRANSMISSION, AND (2) DISCLOSURE OF ANY SUCH INFORMATION FOR PURPOSES OF ENSURING YOUR COMPLIANCE WITH THIS AGREEMENT, WITH APPLICABLE LAW IN COOPERATION WITH LEGAL AUTHORITIES, AND AS OTHERWISE REQUIRED TO PROTECT THE RIGHTS, PROPERTY AND INTERESTS OF DELTA AND ITS THIRD PARTY PROVIDER. ANY SUCH INFORMATION WILL BE USED IN ACCORDANCE WITH THE DELTA INFLIGHT WI-FI PRIVACY POLICY (“WI-FI PRIVACY POLICY”) ACCESSIBLE HERE.


   a. General Billing Terms. A billing period generally starts on the day and time you log in following the completion of the registration process (the “Billing Commencement Date”). The Billing Commencement Date will be the day and time you log in. You will be logged off of the Service when you end your session or the system automatically logs you off because your session time has expired, your device has been powered off or has been inactive for an extended period of time, or Internet service is no longer permitted on the flight due to the aircraft approaching or having reached its destination (“Logout”). The billing period ends on when the aircraft reaches its destination.

   b. Pay Per Flight Plan. Each pay per flight session begins on the Billing Commencement Date and ends at the point in time when Internet service is no longer permitted on the flight due to the aircraft approaching or having reached its destination. At the start of each session, we will charge all Service Fees related to your use of the Service to your credit card, debit card, Voucher, or any other valid payment method accepted by Delta.

   c. Payment Terms. You agree to pay all Service Fees in accordance with the provisions of the Service plan you selected. You authorize Delta to charge your credit card, debit card, or any other valid payment method accepted by Delta for payment of all, or any portion of, your Service fees, until such amounts are paid in full. Your card issuer agreement governs use of your credit or debit card in connection with this Service; please refer to that agreement for your rights and liabilities as a cardholder. You agree that Delta will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

   d. Billing Errors and Collections. If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact our Third Party Provider, Viasat, Inc., by (i) emailing inflight.viasat.com/DAL, (ii) calling at 1-888-649-6711, or (iii) by contacting Viasat’s Customer Care via their live chat within 60 days of receiving the statement on which the error or problem appeared. We will not pay you interest on any overcharged amounts later refunded or credited to you. If we choose to use a collection agency or attorney to collect money that you owe or to assert any other right that we or our Third Party Provider may have against you, you agree to pay the reasonable costs of collection or other action including, without limitation, collection agency fees, reasonable attorneys’ fees, and court costs.

4. Modification, Suspension or Termination of Service. We may modify, suspend, or terminate the Service (or any function or feature of the Service) for any reason, and with or without notice, without liability to you. Your use of the Service after the effective date of the changes constitutes your acceptance of the changes.

5. Modifications to the Terms. This Agreement may be updated or changed from time to time. If we update, revise, change, or modify the Agreement, we will provide notice of changes to this Agreement in any manner acceptable by law. Your use of the Service following updates or other changes to this
Agreement constitutes your acceptance of those changes. If you do not agree to the changes, you must terminate your use of the Service immediately.

6. Operational Limits of the Service. Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. There is no guarantee of bandwidth. Your connection and data rate speeds may not be suitable for some applications. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that Delta or its Third Party Provider will not be liable for such interruptions. Virtual private network or other remote computer access ("VPN") may be intermittent and require multiple logins, depending on the VPN provider’s security settings, due to brief losses in connectivity. Voice or video calls, online gaming and software updates are expressly prohibited through the Service. You further understand and agree that Delta or its Third Party Provider has no control over third-party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of Delta and its Third Party Provider. Delta or its Third Party Provider will not be liable for any failure of performance if such failure is due to any cause beyond its reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, satellite component failure, cable cut, storm or other weather or solar occurrence, any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or other failures or delays caused by you or your equipment.

7. Third Party Content Disclaimer/ Links to Third Party Sites. As detailed in the Wi-Fi Privacy Policy, Content provided by third parties ("Third Party Content") has not been independently authenticated in whole or in part by Delta even if a link has been provided to such content solely as a convenience. Delta does not provide, sell, license, or lease any of the Third-Party Content and does not make any warranty or representation, of any kind, regarding Third Party Content.

8. Delta Privacy Policy. Any data provided to or collected in the performance of the Service is subject to the Wi-Fi Privacy Policy, which is incorporated into this Agreement and is accepted together with these the End User Terms of Service at time of registration by you.

9. You Are Responsible for Your Security and Privacy. Although privacy and security are important to Delta, you understand and agree that you shall have no expectation of privacy or security in your use of the Service. There are privacy and security risks associated with wireless communications and the Internet in general and you acknowledge neither Delta nor its Third Party Provider makes any assurances that your communications, or activities while using the Services, will be (or will remain) private or secure, and you further agree that neither Delta nor its Third Party Provider assumes any responsibility in that regard. You agree that you, and not Delta or its Third Party Provider, are solely responsible for your own privacy and security in using this Service, and for implementing any protections you deem to be appropriate to protect and secure your privacy, and your activities, hardware, software and systems.

10. General Use Restrictions. Subject to your acceptance of and compliance with this Agreement, you are hereby granted the right to use the Service through a non-exclusive, non-transferable, and non assignable limited license. The Service is provided for your personal, non-commercial use only (unless otherwise specifically stated) and you agree not to reproduce, duplicate, copy, sell, sublicense, transfer, resell or exploit for any purposes your use of the Service or access to the Service. You agree not to share your access to the internet connection provided through the Service with another party by linking/tethering your connected device to the other party’s device. All information, documents, products, and software (the "Materials") provided with this Service were provided by or to Delta by its Third Party Provider and are the copyrighted work of Delta and/or the Third Party Provider. Except as permitted for interoperability purposes by applicable law and as stated herein, none of the Materials may be copied, reproduced, resold, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of Delta and/or the Third Party Provider. Except as expressly stated herein, you are not granted any intellectual property rights in or to the Service or Materials by
implication, estoppel or other legal theory, and all rights in and to the Service or Materials not expressly granted herein are hereby reserved and retained by Delta and/or the Third Party Provider.

11. Export Laws. Your use of the Service is subject to U.S. export control laws and regulations, or any applicable local laws or regulations. You represent that you are not a prohibited end user under applicable U.S. export laws, regulations, and lists, including but not limited to the U.S. Treasury Department list of Specially Designated Nationals or Blocked Persons. You will not use the Service in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations.

12. Disclaimer of Warranties and Liability. YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. YOU ARE USING A PUBLIC INTERNET CONNECTION AND SHOULD TAKE ALL PRECAUTIONS FOR THE SECURITY OF YOUR DEVICE AND INFORMATION. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE SERVICE, AND THE UNCERTAINTIES OF ELECTRONIC DISTRIBUTION AND WI-FI TECHNOLOGY, THERE MAY BE INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON THE SERVICE OR ANY MATERIAL AVAILABLE THROUGH THE SERVICE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE SERVICE.

THE SERVICE IS PROVIDED TO YOU “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE.” DELTA, ITS THIRD PARTY PROVIDER, AND THEIR RESPECTIVE SUPPLIERS, PROVIDERS, AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, USEFULNESS, TIMELINESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE OR THE INFORMATION AVAILABLE THROUGH IT, NOR DO WE OR OUR SUPPLIERS, PROVIDERS AND LICENSORS GUARANTEE THAT THE SERVICE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL DELTA OR ITS THIRD PARTY PROVIDER (INCLUDING EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, OR AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) OR EACH OF THEIR RESPECTIVE THIRD PARTY PROVIDERS, AGENTS, SUPPLIERS, DISTRIBUTORS, LICENSORS OR ASSOCIATED BUSINESSES (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS OR REPRESENTATIVES) (COLLECTIVELY, THE “DISCLAIMING PARTIES”) BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF ANY USE OR MISUSE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OR CAUSE OF ACTION INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, OR OTHER TORT OR LEGAL ACTIONS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE DISCLAIMING PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW. YOU AGREE THAT THE LIABILITY OF THE DISCLAIMING PARTIES ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO DELTA OR ITS THIRD PARTY PROVIDER FOR THE USE OF THE SERVICE.

TO ANY EXTENT THAT THE ABOVE DOES NOT APPLY, YOU AGREE THAT THE LIABILITY OF THE DISCLAIMING PARTIES, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SERVICE SHALL NOT EXCEED THE GREATER OF $100 OR THE AMOUNT YOU PAID TO DELTA OR ITS THIRD PARTY PROVIDER FOR THE USE OF THE SERVICE.
13. Consequences of Unauthorized Use. Without limiting any other available right or remedy, Delta reserves the right to, and you agree that, Delta shall have the right, to: (i) take such actions as it deems, in its sole discretion, to be appropriate to protect against violations of this Agreement or abuse of the Service and to otherwise protect its interests (e.g., removing, destroying or otherwise making unavailable offending material, temporary or permanent filtering, blocking access, and suspending or terminating service), and (ii) investigate immediately and involve and cooperate with appropriate authorities regarding any actual or suspected illegal or unauthorized activities involving the Service. You agree that you will be liable to Delta and/or its Third Party Provider for any damages incurred or amounts that are required to be paid by Delta and/or its Third Party Provider as detailed in Section 14 ("Indemnity") of this Agreement.

14. Indemnity. You agree to indemnify and hold harmless Delta and its Third Party Provider, and their respective subsidiaries, affiliates, officers, directors, agents, co-branders, licensors, partners and employees from any claim or demand, including reasonable attorneys’ fees, made by any third party arising out of: (a) content you submit, post, transmit or otherwise make available through the Service; (b) your use of the Service; (c) your violation of this Agreement, including the Acceptable Use Policy Restrictions; (d) your violation of the Wi-Fi Privacy Policy; (e) your violation of any rights of another; and (f) the use of your account whether or not such usage is expressly authorized by you. At our expense and election, Delta and/or its Third-Party Provider reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with us in connection with our defense. The provisions of this Section 14 are for the benefit of Delta, its Third Party Provider, and their respective contractors, information or content providers, service providers, licensors, employees and agents, and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

15. DISPUTE RESOLUTION: ARBITRATION AGREEMENT - BINDING ARBITRATION. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

(1) YOU AND (2) DELTA AND ITS THIRD PARTY PROVIDER AGREE TO WAIVE ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

To expedite resolution of issues and control the cost of disputes, (i) you and (ii) Delta and its Third-Party Provider agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a “Claim”) will be resolved as follows: We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding until at least 60 days after one of us notifies the other of a Claim in writing (“Notice”). You will send your Notice as follows, and we will send our Notice to your billing address:

If to Delta:
Delta Air Lines, Inc.
1030 Delta Blvd.
Atlanta, GA 30354
ATTN: General Counsel

If to Viasat:
Viasat, Inc.
3902 South Traditions Drive
College Station, TX 77845, USA
Attention: Legal Department

If you, and Delta and/or its Third Party Provider, are unable to resolve the Claim within 60 days after Notice is received, then you, and Delta and/or its Third Party Provider, agree to arbitrate any and all Claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (i) and Claims arising out of or relating to any aspect of the relationship between you, Delta, and its Third Party Provider, whether based in contract, statute, fraud, misrepresentation, tort, equity or any other legal theory; (ii) any Claims that are currently the subject of a purported class action suit in which you are not a member of a purported or certified class; and/or (iii) any Claims that may arise after the termination of this Agreement.
Notwithstanding the foregoing, you, Delta, or its Third Party Provider may bring an individual action in small claims court in the county of your billing address. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This Dispute Resolution provision shall survive termination of this Agreement. The arbitration shall be governed by the Consumer Arbitration Rules (collectively, the “Arbitration Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The Arbitration Rules are available online at adr.org or by writing to the applicable address specified above for Notices.

The arbitrator is bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, except issues relating to the scope and enforceability of this Dispute Resolution provision which shall solely be for a court of competent jurisdiction to decide. Any arbitration hearings shall occur in Atlanta, Georgia, USA. During the arbitration, neither party shall disclose to the arbitrator the amount of any settlement offer made by either party, until after the arbitrator determines the amount, if any, to which you, Delta, or its Third Party Provider is entitled. If your claim is for $25,000 or less, you and Delta and/or its Third Party Provider agree that you may choose whether the arbitration will be conducted solely on the basis (a) of documents submitted to the arbitrator, (b) through telephonic hearings, or (c) by an in-person hearing as established by the Arbitration Rules. If your claim is in excess of $25,000, the right to a hearing shall be determined by the Arbitration Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficiently explaining the essential findings and conclusions on which the award is based. If the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)), then the payment of all fees related to the arbitration shall be governed by the Arbitration Rules. In such case, you agree to reimburse Delta and/or its Third Party Provider for all monies previously disbursed by it that are otherwise your obligation to pay under the Arbitration Rules. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claim. YOU AND DELTA AND/OR ITS THIRD PARTY PROVIDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Furthermore, the arbitrator may not consolidate more than one person’s Claim, and may not otherwise preside over any form of a representative or class proceeding, unless both you, Delta and/or its Third Party Provider otherwise agree in writing. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one (1) year after the Claim or cause of action has arisen or it will be barred.

16. Acceptable Use Policy Restrictions. You agree not to use the Service, or any of Delta’s or its Third Party Provider’s equipment, or allow others to use the Service or equipment, to do any of the following:

(i) undertake any unlawful, fraudulent, or criminal purpose;

(ii) access any other person’s computer or computer system, software, or data without their consent or attempt to circumvent the user authentication or security of any host, network, or account;

(iii) use or distribute tools designed or used for compromising security;

(iv) transmit unsolicited bulk “spam;”

(v) use any name or mark of Delta, its Third Party Provider, or their respective affiliates, or subsidiaries in any manner not expressly authorized in writing by such party;
(vi) receive, transmit or disseminate any information or material which a reasonable person would deem to be offensive, indecent, harassing, threatening, invasive of privacy, vulgar, hateful, defamatory, racially or ethnically offensive;

(vii) engage in activities designed to degrade purposefully the Service; or

(viii) use the service for, or allow the service to be used for, a Wi-Fi hot spot.

17. Copyright Infringement: Delta and its Third Party Provider are committed to complying with U.S. copyright and related laws and requires all customers and users of the Service to comply with these laws. Owners of copyrighted works may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. In accordance with the DMCA and other applicable laws, it is the policy of Delta and its Third Party Provider to reserve the right to terminate the Service of any user who infringes upon the intellectual property rights of another, including repeat infringers, or who Delta or its Third Party Provider believes, in its sole discretion, is infringing upon such rights. Copyright owners may report alleged infringements of their works that are accessed through the Service by sending Delta's or its Third Party Provider's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Delta or its Third Party Provider's receipt of a satisfactory notice of claimed infringement, Delta or its Third Party Provider shall notify the user associated with the alleged infringement. If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter-notification to Delta or its Third Party Provider. Upon receipt by Delta or its Third Party Provider of a counter-notification that satisfies the requirements of DMCA, Delta or its Third Party Provider will provide a copy of the counter-notification to the person who sent the original notification of claimed infringement and will follow the DMCA’s procedures with respect to a counter-notification. In all events, Delta or its Third Party Provider will not be a party to any dispute or lawsuit regarding alleged copyright infringement. Copyright owners may send Delta or its Third Party Provider a notification of claimed infringement to report any alleged infringement of their works to:

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<tr>
<th>If to Delta:</th>
<th>If to Viasat:</th>
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</thead>
<tbody>
<tr>
<td>Delta Air Lines, Inc.</td>
<td>Legal Department</td>
</tr>
<tr>
<td>1030 Delta Blvd.</td>
<td>Viasat, Inc.</td>
</tr>
<tr>
<td>Atlanta, GA 30354</td>
<td>349 Inverness Drive</td>
</tr>
<tr>
<td>ATTN: General Counsel</td>
<td>South Englewood, CO 80112 U.S.A.</td>
</tr>
<tr>
<td>Fax: (404) 715-2233</td>
<td>Fax: (720) 493-6010</td>
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<td></td>
<td>E-mail: <a href="mailto:Communications.Legal@Viasat.com">Communications.Legal@Viasat.com</a></td>
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Copyright owners may submit a notification of claimed infringement to Delta or its Third Party Provider in a format that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Delta or its Third Party Provider, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material. If a notification of claimed infringement has been filed against you, you may file a counter-notification with the designated agent of Delta or its Third Party Provider using the contact information shown above. Counter-notifications must satisfy the requirements of Section 512(c)(3) of the U.S. Copyright Act.

18. General.

a. Contact Information. Subject to applicable law, you agree that by entering into this Agreement and providing us with your wireless phone number and/or any other telephone number and/or your billing address or e-mail address, Delta or its respective agents may contact you for any account-related issues: (a) by calling or texting you at such number(s) using a pre-recorded/artificial voice or text message delivered by an automatic telephone dialing system and/or using a call made by live individuals for any account-related issues,
and/or (b) by sending an e-mail to such e-mail address. The consent provided here continues even after your Service terminates.

b. **Applicable Law.** Any action related to this Agreement will be governed by Georgia law and controlling U.S. federal law and no choice of law rules of any jurisdiction will apply.

c. **Construction and Delegation.** In the event that any provision of this Agreement shall be rendered invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement and this Agreement shall continue in full force and effect and be construed as if it did not contain the invalid or unenforceable provision.

d. **Entire Agreement.** This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and Delta, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements, and other communications with respect to its subject matter except as expressly set forth in this Agreement.

e. **Miscellaneous.** We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. The effective date of this Agreement is the date that you first “accept” this Agreement in order to receive the Services. The provisions of this Agreement which by their nature should continue shall survive any termination of this Agreement.
Delta Inflight Wi-Fi Privacy Policy

Last Updated: [4/28/21]

Delta Air Lines, Inc., including any affiliate and/or subsidiary, and any other brand names as will be applicable from time-to-time (collectively, “Delta," “us," “we," or “our") respect and value your privacy. This Privacy Policy ("Policy") provides you with notice regarding how we collect, use, and share (collectively, "process") data about you in connection with the Service, including the choices we offer with respect to that information. This Policy applies to your use of use of Delta’s Wi-Fi and internet services together with any related products and services provided on the aircraft from which you are connecting to Wi-Fi or internet (the “Service”), regardless of how you access or use it, whether by computer, mobile device, consumer electronics device or otherwise. Any term with initial capitalized letters used as a defined term, but not otherwise defined in this Policy, shall have the meaning set forth in our End-User Terms of Service. This Policy does not apply to Delta’s data processing activities offline or otherwise outside of the Service (unless otherwise stated below or at the time of collection). This Policy supplements Delta’s main privacy policy, which can be found here. Please make sure to read this Policy together with Delta’s main privacy policy carefully before using the Service as you agree to the terms of this Policy or Delta’s main privacy policy, please do not use the Service.

1. The Type of Information Collected
We may collect Personal Information about you when you use our Service, or when we request information directly from you or when you contact us in connection with the Service. “Personal Information” as used in this Policy means any information relating to an identified or identifiable natural person, which may include, without limitation, your first and last name, e-mail address, phone number, address, full payment account number, IP addresses (to the extent such IP addresses are identified or identifiable to a natural person), as well as demographic information such as your gender, age, zip code, interests, and details of your purchases in connection with the Service. To the extent any information that is Non-Personal Information (as defined herein) is combined with your Personal Information, we will treat the combined data as Personal Information under this Policy. Delta may use Third Party Providers and/or contractors to help provide the Service (“Vendors”) and they, in that capacity may collect information, including Personal Information, from you. Any Personal Information collected by Delta’s Third Party Providers or Vendors on Delta’s behalf will be collected in accordance with the terms of this Policy.

Other than Personal Information, Delta and its Third Party Providers and/or Vendors may also collect certain information related to your access or use of the Service ("Usage Information"). Usage Information may include, without limitation, information about your browser type, operating system, information about your use of the Services, and data regarding network-connected hardware (e.g., computer or mobile device). Usage Information that is “de-identified” (i.e., the removal of personal identifiers from data to make it no longer personally identifiable) is considered under this Policy to be data that is not Personal Information (“Non-Personal Information”), which may be used and shared without obligation to you, except as prohibited by applicable law.

2. How Does Delta Collect and Receive your information?

A. Information You Provide to Us
You may provide us with information, including Personal Information, when you register for or use the Service. Personal Information that we process may include your name, address, email address, phone number, SkyMiles account number, and a credit or debit card number or other financial or payment-related information. We will retain your Personal Information for the period necessary to fulfill the purposes outlined in this Policy, as needed to provide the Service, and to comply with our legal obligations.
B. Information Automatically Collected

When you use the Service, we may use cookies, log files, or other now and hereafter developed tracking technologies ("Tracking Technologies") to collect information about you. Tracking Technologies help us automatically collect certain information without you affirmatively providing it to us. This may include processing of data regarding your login credentials, browser type, operating system, software version, Internet Protocol (IP) address or device MAC address, and platform types, as well as or in combination with Usage Information. The Tracking Technologies may include Cookies. To learn about how Delta uses Cookies, please visit Delta’s main privacy policy by clicking here.

Delta also may process Usage Information relating to your use of the Services, including but not limited to, data consumed, hours of usage, the amount of time it takes to load a page, clicks to available links, and other data that helps us to track and understand how users experience the Service, as well as information about the websites you visit when using the Service. This information helps us, for instance, to improve the performance and user experience of the Service, including to optimize, troubleshoot, measure, and monitor the performance of our network and Services, including performing de-bugging, measuring service levels and identifying loading trends in order to deliver internet traffic more efficiently.

C. Information You Post Publicly

Any information, including comments and Personal Information that you post on public pages, including social media pages, while using the Service is publicly available and may be processed by Delta. Delta is not responsible for the accuracy of any information contained in those postings.

3. How does Delta Uses Your Personal Information

The processing of Personal Information as described in this Policy is carried out based on the following legal bases:

• To provide you with the Service that you have agreed to, including within the Terms of Service;
• Our compliance with a legal or regulatory obligation;
• To exercise of Delta’s rights, if necessary; and
• Where Delta has a legitimate interest that is not overridden by your interests and fundamental rights; for example, our legitimate interest in providing the Service and marketing to customers, preventing fraud and managing and operating our business, and fulfilling obligations to third parties with whom we have commercial relationships, such as our Third Party Provider or Vendors, for purposes of making the Services available to you.

Delta and its Third Party Provider and Vendors may process your information, including Personal Information, for any purpose stated in this Policy, including for the following business purposes:

• To provide the Service and communicate with our customers, including to process and complete transactions, including those that you request in relation to the Service or affiliated services;
• To develop new products or services;
• To identify and/or contact you;
• To optimize, troubleshoot, measure and monitor the performance of our network and the Service, including performing de-bugging, measuring service levels and identifying loading trends and websites that are statistically significant to our user population in order to deliver internet traffic more efficiently;
• To address problems with the Service or our business;
• To protect the security or integrity of the Service and our business; and/or
• To use and disclose your credit/debit card information or other financial or payment-related information only to process payments and prevent fraud.

Delta also may use your information, including Personal Information, for the following commercial and marketing purposes:

• To market the Service and related services to you; and/or
• To contact you with information and promotional materials from Delta;
• To develop or deliver other products or services in collaboration with our Third Party Provider; and/or
• To provide you with customized Services and offers that may be of interest to you.

We also may use the Information that we collect as described to you at the point of collection.

4. Information Sharing and Disclosure

Delta shares your information, including Personal Information, with third parties only for the purposes stated in this Policy. Further, Delta does not share your Personal Information with third parties for their own direct marketing purposes, unless we give you appropriate choice (either opt-in or opt-out depending on applicable law). We may disclose your information, including your Personal Information, for business purposes including the following:

• To our Third Party Providers, Vendors, and/or others who perform functions on our behalf related to the Service;
• To outside auditors, professional advisors, and potential business transition partners;
• To an affiliated service that you have requested, only as necessary to enable the Service;
• If we think it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, potential threats to the safety or property of any person or entity (including Delta), or violations of our Terms of Service or policies;
• For any other purpose as stated in Delta’s main privacy policy [link]; and
• For any other purpose upon your consent.

5. Third-Party Services, Social Features, and Analytics

The Service may include hyperlinks to, or include on or in connection with, the Service (e.g., apps and plug-ins), websites, locations, platforms, applications or services operated by third parties ("Third-Party Service(s)"), and you can use the Service to navigate to view and use Third-Party Services. These Third-Party Services may use their own cookies, web beacons, and other tracking technologies to independently collect information about you and may solicit Personal Information from you.

 Certain functionalities on the Service may permit interactions that you initiate between the Services and certain Third-Party Services, such as third-party social networks ("Social Features"). Examples of Social Features include: enabling you to send content such as contacts and photos between the Service and a Third-Party Service; "liking" or "sharing" our content; logging in to the Service using your Third-Party Service account (e.g., using Facebook Connect to sign-in to the Service); and to otherwise connect the Service to a Third-Party Service (e.g., to pull or push information to or from the Service). If you use Social Features, and potentially other Third-Party Services, information you post or provide access to may be publicly displayed on the Service (see Section 2.C. above) or by the Third-Party Service that you use.
Similarly, if you post information on a third-party service that references the Service (e.g., by using a hashtag associated with Delta in a tweet or status update), your post may be used on or in connection with the Service or otherwise by Delta. Also, both Delta and the third party may have access to certain information about you and your use of the Service and any Third-Party Service.

**Delta and/or its Third Party Provider may use vendors for analytics services.** These analytics services may use cookies and other Tracking Technologies to help analyze use of the Service. Vendors may use information generated by these services, *e.g.*, your IP address and other Usage Information to evaluate your use of the Service, compile statistic reports on the Service’s activity, and provide other services relating to Service activity and other internet usage.

Except to the extent Delta combines information from its Third Party Providers, Vendors, or other third parties with any Personal Information that Delta collects from you as described in this Policy, in which case Delta will treat the combined information as Personal Information under this Privacy Policy (see Section 1), data obtained by Delta from a third party, even in association with the Service, is not subject to the limitations that are applicable to Personal Information under this Policy. The information third parties independently collect, store, and share remains subject to their own privacy policies and practices, including whether they continue to share information with Delta, the types of information shared, and your choices on what is visible to others on third-party services. Please refer to privacy policies of such third parties to understand their privacy practices.

Delta is not responsible for, and makes no representations or warranties regarding, the policies or business practices of any third parties, including, without limitation, any informational content, products, services, software, or other materials available on an external website. Delta encourages you to familiarize yourself with and consult their privacy policies and terms of use.

### 6. Your Choices

**A. Account Information**

You may update or change your account contact and billing information by reaching us at the contact information below. We will make good faith efforts to make requested changes in our then-active databases as soon as practicable, but it is not always possible to completely change, remove, or delete all of your information or public postings from our databases and residual and/or cached data may remain archived thereafter. Further, we reserve the right to retain data (a) as required by applicable law; and (b) for so long as reasonably necessary to fulfill the purposes for which the data is retained to the extent permitted by applicable law.

If you would like to opt-out of receiving direct marketing communications from us, you may do so by following any instructions included in the communication or by contacting us at the contact information provided below.

**B. Your Rights**

For individuals (i) who access the Service in the European Economic Area ("**EEA**"), the United Kingdom ("**UK**") or other countries which grant the rights described in this Section or (ii) whose information is collected through our business establishments in such countries in connection with the Service, you have the right to:

- confirm whether we process Personal Information about you;
- access your Personal Information and to be provided with a copy;
- request that we correct any inaccurate Personal Information about you;
- request that we complete any incomplete Personal Information about you;
• when you request that we delete your Personal Information;
• data portability if (i) our reason for using your Personal Information is either that you have given consent or that the processing is necessary for us to perform a contract with you and (ii) we process the personal information by automated means;
• request that we restrict processing of your personal information if (i) until we take steps to ensure the accuracy of your Personal Information when your Personal Information is incorrect; (ii) the processing is unlawful but you do not want to erase your Personal Information; (iii) we no longer require Personal Information for the purposes of processing but you need it in connection with a legal claim; and (iv) until we take steps to verify whether we have compelling legitimate grounds to continue processing when you
• object to the processing;
• withdraw your consent previously given;
• request that we not share your Personal Information with third parties for ancillary or competing services;
• object at any time to the processing of your Personal Information on legitimate grounds relating to your particular situation; and
• complain to a supervisory authority (i.e., a regulator which oversees data protection law compliance), for example, in the EEA country where you live or work or where you believe we have infringed on your privacy rights.

We will comply with such requests to the extent required by the applicable law of your jurisdiction. We will take appropriate steps to verify your identity before granting you access to your information, which may require that you provide us with additional information. We may charge you a small administration fee to respond to your request as allowed by applicable law. In general, we do not charge any fee where the right is based on EEA law, the Brazilian General Data Protection law, and other applicable laws. (We can charge an administrative fee for extra copies of your information and in certain exceptional circumstances.)

To exercise the above rights, please contact us using the information in the “Contact Us” section below. Where we receive a request to exercise one of these rights, we will provide information on the action we take on the request without undue delay and in any event within one month of receipt of the request. This time may be extended by a further two months in certain circumstances, for example, where requests are complex or numerous. Where we do not carry out your request, we will tell you without delay and in any event within one month of receipt of the request, and we will explain our reasons for not taking the action requested.

Any request you make must be in writing and include your name and address and any other information that may identify you, such as where your request relates to a travel booking, please provide your booking reference (e.g., confirmation number or record locater number), SkyMiles Account number if you have one, the dates on which the travel took place, and any other relevant information that will assist us to identify your booking. You must also provide a photocopy of your passport or driver’s license so we can verify your identity.

7. Minors

Other than information required to complete a booking, Delta does not knowingly collect personal identifiable information from children under the age of 13. If a child under 13 has provided us with personal information without parental or guardian consent, the parent or guardian may contact us by emailing us at Privacy@delta.com. We will remove the information and unsubscribe the child from any of our electronic marketing lists. Where required by applicable law, we may ask children for consent from their parents or guardians before we book their flight or provide a product or service to them.
8. International Data Transfers

Delta is based in Atlanta, Georgia, USA and we may transfer in compliance with applicable law your Personal Information to other countries where Delta, its Third Party Provider, or Vendor conducts operations to provide the Service.

For residents of the EEA, UK, Nigeria and some other countries: Some of the countries where Delta provides services may not have the equivalent level of data protection laws as those in your location. If we need to transfer Personal Information from your location to such countries, we will take steps to make sure your Personal Information continues to be protected and safeguarded. In particular, we require parties to whom we transfer your data to agree to abide by suitable contractual obligations, such as, in the case of transfers from the EEA or UK, the Model Clauses approved by the European Commission and permitted under Article 46 of the European Union General Data Protection Regulation ("GDPR") or under other relevant body. If you would like to obtain the details of such safeguards, you can request them from the Data Protection Officer at Privacy@delta.com. In some limited circumstances, we may also transfer your information from your location to other countries where permitted by applicable law for example under Article 49, GDPR in the case of transfers from the EEA. This includes where it is necessary for the performance of a contract between us and you and where the transfer is necessary in connection with legal proceedings.

9. Information Security

Information Security is important to Delta. We have established appropriate physical, electronic, and managerial safeguards to protect the information we collect in accordance with this Privacy Policy. These safeguards are regularly reviewed to protect against unauthorized access, disclosure, and improper use of your information, and to maintain the accuracy and integrity of that data. In the event of a data breach, we adhere to data breach notification requirements and incident reporting obligations to supervising authorities and/or data subjects, as required by applicable laws. The substance and time frames applicable to these remedies are set forth in applicable laws.

10. Changes to this Privacy Policy

Delta may amend this Privacy Policy from time to time. When we do, we will make the updated Policy available to you. If we make any material changes in the way we use or disclose your Personal Information, we will provide you with appropriate notice.

11. Contact Us

If you have any questions about this Policy or our handling of your Information, a request relating to the section entitled “Your Rights,” or to contact our Data Protection Officer, please send an e-mail to Privacy@delta.com.