

## **End User Terms of Service, Terms of Use and Privacy Policy.**

**Viasat Portal End User Documentation.** Viasat shall use its End User Agreement to the extent Delta chooses to use the Viasat Portal and Viasat is the MOR (the “**Viasat EUA Model**”). The End User Agreement shall be consistent with other applicable provisions of the Agreement. **Attachment 1** sets forth the End User Agreement Viasat will use at the Initial EIS Date under the Paid Service Model. For clarity, Viasat in its reasonable discretion may amend its End User Agreement from time to time (provided that at all times such changes do not conflict with the terms of the Agreement). The Viasat Portal shall include a “click-through” or other binding method of accepting or acknowledging the End User Agreement by all End Users prior to utilizing the IFC Service (or any other applicable End User Services that may require acceptance thereof). When the IFC Services and Other Services are offered under the Viasat EUA Model, the Viasat End User Agreement shall constitute the sole governing document between Viasat and the End User regarding the IFC Services and Other Services, and shall set forth the terms and conditions of Viasat’s provision of such IFC Services and Other Services to the End User. For the avoidance of doubt, Delta will not be a party to such End User Agreement but shall be an express third-party beneficiary of the End User Agreement. Viasat represents to Delta an End User will not be able to access the IFC Services unless they accept the End User Agreement or, if such statement ceases to be true, Viasat will ensure that it maintains a record of acceptance of the End User Agreement for each End User and will provide a record of such at Delta’s reasonable request.

### **End-User Agreement**

#### **Annex 1 - End User Terms of Service**

#### **Annex 2 – End User Privacy Policy**

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### **Annex 1 – End User Terms of Service**

**IMPORTANT NOTICE: PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES 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 Terms of Service Agreement (the “**Agreement**”) is between you and Viasat, Inc. (“**Viasat**,” “**Service Provider**,” “**us**,” or “**we**”), and governs your use of Wi-Fi and internet services provided by Viasat (the “**Service**”) on Delta Air Lines, Inc. (including any affiliate and/or subsidiary, and any other brand names as will be applicable from time-to-time) aircraft from which you are connecting to the Service (the “**Airline**”). Your acceptance below and continued use of the Service represents your agreement to the terms set forth in this Agreement, and you expressly acknowledge that Airline is a third-party beneficiary of this Agreement. If you do not agree with the terms set forth in this Agreement, immediately cease using the Service. If you would like to contact Service Provider, you may write to:

Viasat, Inc.  
3902 South Traditions Drive  
College Station, TX 77845  
USA

**1. Using the Service.** In exchange for access to and use of the Service, you: (a) agree to provide Service Provider with accurate and complete registration information, if requested, and to notify Service Provider of changes to your registration information; (b) agree to protect the password, username and security information you use to access the Service and to notify Service Provider immediately of any unauthorized use of your account that you become aware of; (c) agree to comply with applicable laws and regulations, including but not limited to copyright and intellectual property rights laws; and (d) represent that you are at least 18 years of age and you will supervise and accept responsibility for usage of your account by minors.

**2. Billing Terms and Payment.**

**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 (i) you click the "Logout" button (**"Individual Logout"**); or (ii) 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 (**"Automatic Logout"**). The billing period ends on upon the earliest to occur of an Individual Logout or Automatic Logout.

**b. Single Session Pay Per Use Plan.** At the start of each session, we will charge all fees related to your use of the Service, including taxes, surcharges or other assessments applicable to the Service (**"Service Fees"**) to your credit card, debit card, voucher that you may purchase or receive from Airline personnel (**"Voucher"**), or any other valid payment method accepted by Viasat.

**c. 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 Viasat.

**d. Roaming Fees.** If you are a subscriber of another service provider that has a contractual relationship allowing that service provider's subscribers to roam on Viasat's Wi-Fi network, your service provider may charge you a roaming fee for access to Viasat's Wi-Fi network.

**e. Payment Terms.** You agree to pay all Service Fees in accordance with the provisions of the Service plan you selected. You authorize Service Provider to charge your credit card, debit card, or any other valid payment method accepted by Viasat 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 may also pay your Service Fee using a Voucher. If we do not receive payment from your credit or debit card issuer or its agent, or receive payment via a Voucher, you agree to pay us all amounts due upon demand by us. You agree that we 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.

**f. 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 us at +(00) 1 866-497-5377 or +(00) 1 979-775-3699 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 us or to assert any other right that we 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.

**3. 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.

**4. Modifications to the Terms.** This Agreement may be updated or changed from time to time. Service Provider will provide notice of changes to this Agreement in any manner acceptable by law, including by posting them on the login page for use of the Service. 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.

**5. 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 Service 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 Service 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 Service Provider. Service Provider will not be liable for any failure of performance if such failure is due to any cause beyond Service Provider's 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.

**6. Third Party Content Disclaimer/ Links to Third Party Sites.** Content provided by third parties ("Third Party Content") has not been independently authenticated in whole or in part by Service Provider or the Airline even if Service Provider provides a link to such content. Service Provider does not provide, sell, license, or lease any of the Third Party Content other

than that specifically identified as being provided by Service Provider. Service Provider is providing links to Third Party Content as a convenience only. Service Provider and Airline do not make any warranty or representation, of any kind, regarding Third Party Content.

**7. Privacy Policy and Acceptable Use Policy.** Any data provided to or collected by Service Provider in the performance of the Service is subject to Service Provider's Privacy Policy for the Service. Use of the Service is also subject to the terms and conditions of Service Provider's Acceptable Use Policy for the Service. Service Provider's Privacy Policy and Acceptable Use Policy for the Service are incorporated into this Agreement and are accepted together with these Terms of Service at time of registration. Click [here](#) to review the Privacy Policy and click [here](#) to review the Acceptable Use Policy.

**8. 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 Service Provider by its respective manufacturers, authors, developers, licensees and vendors (the "**Third Party Provider(s)**") and are the copyrighted work of Service Provider and/or the Third Party Provider(s). 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 Service Provider or the Third Party Provider(s). 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 Service Provider and/or the Third Party Provider(s).

**9. 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.

**10. 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." SERVICE PROVIDER, AIRLINE, 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 SERVICE PROVIDER OR AIRLINE (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 SERVICE PROVIDER AND/OR AIRLINE 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 SERVICE PROVIDER AND/OR AIRLINE FOR THE USE OF THE SERVICE.

**11. Indemnity.** You agree to indemnify and hold harmless Service Provider and Airline, 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; (d) your violation of Service Provider's Acceptable Use 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, Service Provider and/or Airline 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 11 are for the benefit of Service Provider, Airline, and our 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.

**12. DISPUTE RESOLUTION - BINDING ARBITRATION. PLEASE READ THIS**

**CAREFULLY. IT AFFECTS YOUR RIGHTS.** To expedite resolution of issues and control the cost of disputes, you and Service 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 to: Viasat, Inc., 3902 South Traditions Drive, College Station, TX 77845 USA 2908, Attention: Legal Department, and we will send our Notice to your billing address. If you and Service Provider are unable to resolve the Claim within 60 days after Notice is received, then you and Service 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:

- Any Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, statute, fraud, misrepresentation, tort, or any other legal theory;
- Any Claims that arose before this Agreement or any prior agreement between us;
- Any Claims that are currently the subject of a purported class action suit in which you are not a member of a certified class; and/or
- Any Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either party may bring an individual action in small claims court in the county of your billing address. This Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. If the law allows, these agencies may seek relief against us on your behalf. You and Service Provider agree that by entering into this Agreement, you and Service Provider each waive the right to participate in a class action and/or a trial by jury. 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](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to:

Viasat, Inc.

3902 South Traditions Drive  
College Station, TX 77845, USA  
Attention: Legal Department

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 take place at a location which is reasonably convenient to you and Service Provider. 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 or Service Provider is entitled. If your claim is for \$5,000 or less, you and Service 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 \$5,000, 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 Service 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 SERVICE PROVIDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR SERVICE PROVIDER'S 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 and Service Provider otherwise agree in writing. Notwithstanding any provision in this Agreement to the contrary, we agree that if Service Provider makes any future change to this Dispute Resolution provision, you may reject any such change by sending us written notice within 30 days of the change to Viasat, Inc., 3902 South Traditions Drive, College Station, TX 77845 USA 2908, Attention: Legal Department. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Dispute Resolution provision. 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 year after the Claim or cause of action has arisen or it will be barred.

### **13. General.**

**a. Call Monitoring and Recording.** For quality assurance, Service Provider records and/or monitors telephone calls and online chat sessions between its customers and its agents, employees and/or affiliates regarding the Service. By using the Service, you (and anyone calling or otherwise contacting us with regard to your account) consent to any and all call and online chat session recording and monitoring performed by Service Provider or our agents, employees and/or affiliates.

**b. 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, we or our 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.

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

**d. 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.

**e. 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 us, 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.

**f. 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.

- By checking this box, you agree that you have read and accept this Terms of Service Agreement and Acceptable Use Policy, and you acknowledge that you have read and understand Viasat’s Privacy Policy.



## **Annex 2 – End User Privacy Policy**

### **Viasat Inflight Wi-Fi Privacy Policy**

Viasat, Inc. and its subsidiaries and affiliates (collectively, “**Viasat**,” “**we**,” “**us**,” 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 Services, including the choices we offer with respect to that information. This Policy applies to your use of any of our services, in particular the Viasat in-flight Wi-Fi internet service and related products and services provided by us to which you connect on the airline operator’s aircraft (“**Airline**”) (collectively the “**Services**”), 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 Terms of Service. This Policy does not apply to Viasat’s data processing activities offline or otherwise outside of the Services (unless otherwise stated below or at the time of collection). This Policy may be supplemented by additional privacy notices posted on the Services (in each such instance, the “**Additional Privacy Terms**”), which will govern in the event of a conflict with this Policy. When you access Third-Party Services (defined in Section 4 below), including those of the Airline, from or in connection with our Services, their policies and terms and conditions govern those services.

- Viasat, Inc. located in the United States is the data controller responsible for Services offered by Viasat in the U.S., the European Economic Area, and other geographies where the Services are offered, except as otherwise stated in this Policy.
- Viasat Brasil Servicos de Comunicações LTDA located in São Paulo, Brazil is also a data controller for Services offered by Viasat in Brazil.
- Viasat Tecnología, S.A. de C.V. with an office located at Montes Urales 754, piso 3, colonia Lomas de Chapultepec, alcaldía Miguel Hidalgo, C.P. 11000, in Mexico City, Mexico is also a data controller for Services offered by Viasat in Mexico.

For ease of reference, you can click on the following table of contents headings to link to that section of this Policy:

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## 1. **INFORMATION COLLECTION AND SOURCES**

Viasat may collect information about you when you use our Services, when we request information directly from you, or when you contact us (collectively “**Information**”). The Information falls into the following categories, which we treat differently under this Policy: Personal Information (“**PI**”), Viasat-Collected PI, and non-Personal Information (each as defined below). This section explains each category of data and how we collect this data from you. We may use contractors to help us provide the Services (“**Vendors**”) and they, in that capacity, may collect the Information. Any Personal Information collected by our Vendors on our behalf will be treated as Viasat-Collected PI under this Policy.

### A. **Personal Information**

Information that Viasat and its Vendors, and/or Third-Party Services, may collect includes personally identifiable information, which is any information relating to an identified or identifiable natural person (“**Personal Information**”). Examples of Personal Information or PI include your first and last name, e-mail address, phone number, address, full payment account number, and IP addresses, as well as demographic information such as gender, age, zip code, interests, and recent and upcoming purchases. To the extent any non-Personal Information (defined below) is combined by, or on behalf of, Viasat with Personal Information Viasat itself collects directly from you on the Services (“**Viasat-Collected PI**”), we will treat the combined data as Personal Information under this Policy.

### B. **Non-Personal Information**

Information that Viasat and its Vendors, and/or Third-Party Services, may collect includes certain information about you when you access or use the Services (“**Usage Information**”). Usage Information may include 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.

### C. **Children and Minors**

Our Services are not directed to children under 13 (or older, if applicable law provides for different protections) and we do not knowingly collect personal information from children. If you believe that we are processing the personal information pertaining to a child inappropriately, please contact us using the information provided under the “How to Contact Us” section below.

## **D. How Information is Collected**

### **(1) *Information You Provide to Us***

You may provide us with Information when you register for or use our Services. Personal Information that we process may include your name, address, email address, phone number, Airline frequent flyer 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 Services, and to comply with our legal obligations.

### **(2) *Information Automatically Collected***

When you use our Services, we may use cookies, log files, or other now and hereafter developed tracking technologies ("**Tracking Technologies**") to collect Information. 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.

Viasat 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 our Services, as well as information about the websites you visit when using the Services. This information helps us, for instance, to improve the performance and user experience of our Services, 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.

### **(3) *Information You Post***

Any information, including comments and Personal Information that you post on public pages or our Services or Third-Party Services is publicly available and may be processed by Viasat. Viasat is not responsible for the accuracy of any information contained in those postings.

### **(4) *Tracking Technologies***

The Tracking Technologies that you may encounter using our Services, both on our Services and on Third-Party Services, may include cookies as described herein:

Cookies. Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your browser to enable our systems to recognize your browser. Cookies allow a web server to transfer data to a computer for recordkeeping and other purposes. We, our Vendors, and third parties with whom we have a commercial relationship may

use “cookies” in association with our Services for a variety of purposes, such as to facilitate your ongoing access to and use of the Services, as well as to conduct analytics on and collect Usage Information related to our Services. Third- Party Services may also associate cookies with you, but we are not responsible for that.

For example, we may use cookies to remember your username and password, if you choose to store them. We may also use cookies to determine when your current session on the Services should be logged out after a period of no activity, as well as for efficient management of the servers providing our Services. We also may use cookies to generate analytics and aggregate information relating to your interactions with the Services, including for example time spent on a page, or clicks to other pages or links. We and our Vendors may use both session-based cookies and persistent cookies.

Session Cookies. Session cookies exist only during an online session and disappear from your computer when you close your browser or turn off your computer. We may use session cookies to, for instance, allow our systems to uniquely identify you during a session or while you are logged in to the Services. This allows us to process your online transactions and requests and verify your identity, after you have logged in, as you move through our Services.

Persistent Cookies. Persistent cookies remain on your computer after you have closed your browser or turned off your computer. We may use persistent cookies to, for instance, allow our systems to remember you and automatically log you in to our Services.

Some information about your use of the Services and certain Third-Party Services may be collected using Tracking Technologies across time and services, and used by Viasat, our Vendors, and third parties for purposes such as to associate different devices you use, and conduct analytics. See Section 5.C regarding certain choices regarding these activities.

## **2. HOW WE PROCESS INFORMATION AND OUR LAWFUL BASES**

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

- To provide you with the Services that you have agreed to, including within the Terms of Service;
- Our compliance with a legal or regulatory obligation;
- For the regular exercise of Viasat's rights, if necessary; and
- Where we or our partners, including the Airline on which you are flying, have a legitimate interest that is not overridden by your interests and fundamental rights; for example, our legitimate interest in providing Services 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 the Airline on which you are flying, for purposes of making our Services available to you.

Viasat and our Vendors may process the Information for any purpose stated in this Privacy Policy or Additional Privacy Terms, including for the following business purposes:

- To provide the Services and communicate with our customers, including to process and complete transactions, including those that you request in relation to the Services 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 Services, 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 Services or our business;
- To protect the security or integrity of the Services 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.

We also may use the Information for the following commercial and marketing purposes:

- To market our Services and related services to you; and/or
- To contact you with information and promotional materials from Viasat or on behalf of our partners and affiliates; and/or
- To develop or deliver other products or services in collaboration with the Airline on which you are flying

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

### **3. INFORMATION SHARING AND DISCLOSURE**

Viasat shares your Information, including Personal Information, with third parties for purposes consistent with this Policy. Further, we will not share Viasat-Collected PI 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). The business purposes for which we may share your information include the following:

- We may disclose your Information to partners, Vendors or others who perform functions on our behalf related to the Services;
- We may disclose your Information to outside auditors, professional advisors, and potential business transition partners;
- We may disclose your Information to an affiliated service that you have requested, only as necessary to enable the service;
- We may disclose your Information where we believe 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 Viasat), or violations of our Terms of Service or policies; and

- We may disclose your Information to credit bureaus, in connection with obligations set forth by relevant legislation on the processing of data for credit reporting purposes.

We also may disclose your Information to the Airline on which you are flying in connection with their operational or commercial purposes, and otherwise may disclose your Information based on your consent.

We also may share Information in the following additional circumstances:

- In connection with Viasat being acquired by or merged with another company, or in the event of a consolidation or reorganization involving Viasat, or if all or a portion of our assets are transferred to another company, or as part of a bankruptcy proceeding or as part of a similar transaction, we may disclose, and may further transfer, the Information to the acquiring company or other involved third party (including without limitation in connection with due diligence regarding any potential such transaction);
- We may disclose your Information to law enforcement, government officials, regulatory agencies, or other parties when we are required to do so by applicable law.
- We may disclose your Information to respond to legal process, such as to comply with a judicial proceeding, a subpoena or court order, to comply with the law, or to protect our rights in litigation or arbitration;

#### 4. **THIRD-PARTY SERVICES, SOCIAL FEATURES, AND ANALYTICS**

The Services may include hyperlinks to, or include on or in connection with, the Services (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 Services 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 Services 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 Services and a Third-Party Service; "liking" or "sharing" our content; logging in to the Services using your Third-Party Service account (e.g., using Facebook Connect to sign-in to the Services); and to otherwise connect the Service to a Third-Party Service (e.g., to pull or push information to or from the Services). If you use Social Features, and potentially other Third-Party Services, information you post or provide access to may be publicly displayed on the Services (see Section 1.D(3)) or by the Third-Party Service that you use. Similarly, if you post information on a third-party service that references the Services (e.g., by using a hashtag associated with Viasat in a tweet or status update), your post may be used on or in connection with the Services or otherwise by Viasat. Also, both Viasat and the third party may have access to certain information about you and your use of the Services and any Third-Party Service.

**VIASAT MAY USE VENDORS FOR ANALYTICS SERVICES.** These analytics services may use cookies and other Tracking Technologies to help analyze use of the Services. Vendors may use Information generated by these services, e.g., your IP address and other Usage Information to evaluate your use of the Services, compile statistic reports on the Services' activity, and provide other services relating to Services activity and other internet usage.

Except to the extent Viasat combines information from Vendors, Third-Party Services, or other third parties with Viasat-Collected PI, in which case Viasat will treat the combined information as Personal Information under this Privacy Policy (see Section 1.A), data obtained by Viasat from a third party, even in association with the Services, is not subject to Viasat's limitations regarding Viasat-Collected PI under this Policy. The information third parties independently collect, store, and share remains subject to their privacy policies and practices, including whether they continue to share information with Viasat, the types of information shared, and your choices on what is visible to others on third-party services.

Viasat 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. Viasat encourages you to familiarize yourself with and consult their privacy policies and terms of use. See Section 5 for more on certain choices offered by some third parties regarding their data collection and use, including regarding analytics.

## **5. YOUR CHOICES**

### **A. Account Information**

You may update or change your account contact and billing information by reaching us at the contact information below. Viasat 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**

To the extent provided by the law of your jurisdiction, you have the right to: (a) confirm whether we process Personal Information about you; (b) access certain Personal Information we maintain about you; (c) exercise your right to data portability; (d) request that we update, correct or rectify, amend, cancel or delete, or restrict your Personal Information; (e) withdraw your consent previously given; (f) request that we not share your Personal

Information with third parties for ancillary or competing services; and/or (g) object at any time to the processing of your Personal Information on legitimate grounds relating to your particular situation. 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 apply a charge, to the extent permitted by applicable law, before we provide you with a copy of any of your Personal Information we maintain. You may, depending on your location, have a right to file a complaint with a government regulator if you are not satisfied with our response.

To exercise the above rights, please contact us using the information in the “How to Contact Us” section below. We will consider and process your request in a timeframe that complies with the relevant legislation in your jurisdiction.

### **C. Tracking Technologies and Analytics**

Regular cookies may generally be disabled or removed by tools available as part of most commercial browsers, and in some instances blocked in the future by selecting certain settings. Browsers offer different functionalities and options so you may need to set them separately. Also, tools from commercial browsers may not be effective with regard to HTML cookies, or other Tracking Technologies. Please be aware that if you disable or remove these technologies, some parts of the Service (and Third-Party Services) may not work, and that when you revisit the Service your ability to limit browser-based Tracking Technologies is subject to your browser settings and limitations.

Your browser settings may allow you to automatically transmit a “Do Not Track” signal to online services you visit; however, there is no consensus among industry participants as to what “Do Not Track” means in this context. Like many online services, we currently do not alter our practices when we receive a “Do Not Track” signal from a user’s browser. To learn more about “Do Not Track,” visit <http://www.allaboutdnt.com>, but we are not responsible for the accuracy of this third-party information. Some third parties, however, may offer you choices regarding their Tracking Technologies. One way to potentially identify cookies on our Services (and Third-Party Services) is to add the free Ghostery plug-in to your browser ([www.ghostery.com](http://www.ghostery.com)), which according to Ghostery will display for you traditional, browser-based cookies associated with the websites (but not mobile apps) you visit and privacy and opt-out policies and options of the parties operating those cookies. You may exercise choices regarding the use of cookies from Google Analytics by going to <https://tools.google.com/dlpage/gaoptout> or downloading the Google Analytics Opt-out Browser Add-on. You may exercise choices regarding the use of cookies from Adobe Analytics by going to <http://www.adobe.com/privacy/opt-out.html>.

Viasat is not responsible for effectiveness of, or compliance with, any third-parties’ opt-out options or programs or the accuracy of their statements regarding their programs.

## **6. YOUR CALIFORNIA PRIVACY RIGHTS**



We will only knowingly share Personal Information with third parties (such as the Airline on which you are flying) for their direct marketing purposes where you are given appropriate choice. California Civil Code Section 1798.83 permits California residents who have provided to us their personal information as defined in the statute, to, under certain circumstances, exercise choice and inquire further about how to do so and how we comply with Section 1798.83. To make such a request, please contact us, attest to the fact that you are a California resident, and provide a current California address for our response. You may make this request in writing at: Viasat, Inc., ATTN: Privacy Office, 6155 El Camino Real, Carlsbad, CA 92009. Your request must include "California Privacy Rights Request" in the first line of the description and include your name, street address, city, state, and ZIP code. Please note that we are only required to respond to one request per customer each year, and we are not required to respond to requests made by means other than as described in this Section.

California residents also may exercise the following rights under the California Consumer Privacy Act of 2018 ("CCPA"):

- Up to two times each year, you may request that we disclose to you the categories and specific pieces of personal information (as defined in the CCPA) that we have collected about you, the categories of sources from which your personal information is collected, the business or commercial purpose for collecting your personal information, the categories of personal information that we disclosed for a business purpose, the categories of third parties with whom we have shared your personal information, any categories of personal information about you that we sold, and the business or commercial purpose for selling your personal information, if applicable.
- You may request that we delete personal information that we have collected from you, subject to certain exceptions.

To exercise your rights, you can contact us at [privacy@viasat.com](mailto:privacy@viasat.com) or by calling us at 1-888-649-6711. If you exercise any of your rights, we will not discriminate against you, such as by denying you access to our services or restricting your access to products or services of a certain price or quality.

For purposes of compliance with the CCPA, we make the following disclosures:

- We collect the following categories of personal information: Identifiers, personal information described in Cal. Civ. Code 1798.80, internet or other electronic network activity information, characteristics of protected classifications under California or federal law, commercial information, and inferences drawn from the preceding categories of personal information.
- We disclose the following categories of personal information for a business purpose: Identifiers, personal information described in Cal. Civ. Code 1798.80, commercial information, and internet or other electronic network activity information.
- We do not sell your personal information.

## **7. INTERNATIONAL DATA TRANSFERS**

Your Information may be transferred, stored and used in the United States or in other countries in which Viasat or its parent, subsidiaries, affiliates, Vendors, or Airline partners conduct operations, including for the purposes described in the “Information Sharing and Disclosure” section herein. These countries may have data protection laws that are different to the laws of your country (and, in some cases, may not be as protective). However, we have taken appropriate safeguards to require that your personal information will remain protected in accordance with this Privacy Policy. Where we operate as a data exporter under applicable law, we are committed to adopt all the necessary measures and safeguards as to the cross-border data flow, as set forth by the applicable legislation. The data transfers are made to our data processors in these countries to the extent that they are necessary for the maintenance or fulfilment of the legal relationship between you and Viasat, or where the transfer is necessary by virtue of a contract executed in your interest between Viasat and our service providers. When required by applicable laws, we will request appropriate consent from you for international data transfers.

## **8. DATA SECURITY**

Viasat has taken certain physical, administrative, and technical steps to safeguard the Personal Information we collect from and about customers and visitors to our Services. While we seek to ensure the integrity and security of our network and systems, we cannot guarantee the security of the Information from misappropriation by hackers or from other nefarious or criminal activities, or in the event of a failure of computer hardware, software, or a telecommunications network. We encourage you to take precautions to protect your personal data when you are on the internet. In accordance with applicable law(s), we will notify you in the event we become aware of a security breach involving your Personal Information stored by or for us.

## **9. CHANGES TO PRIVACY POLICY**

Viasat may amend this 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.

## **10. HOW TO 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@viasat.com](mailto:privacy@viasat.com).

**Policy Last Updated: June 30, 2020**

## Attachment 2

### Acceptable Use Policy Restrictions

**1. Prohibited Uses and Activities:** You agree not to use the Service(s), or any Viasat equipment, or allow others to use the Service(s) or equipment, to do any of the following:

- (i) undertake any unlawful, fraudulent, or criminal purpose;
- (ii) access any other person's computer or computer system, software, or data without his/her consent or attempt to circumvent the user authentication or security of any host, network, or account;
- (iii) use or distribute tools designed or used for compromising security;
- (iv) transmit unsolicited bulk "spam;"
- (v) use any name or mark of Viasat, its affiliates, or subsidiaries in any manner not expressly authorized in writing by Viasat;
- (vi) 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.

**2. Copyright Infringement:** Viasat is 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 Viasat's policy to reserve the right to terminate the Service(s) of any user who infringes upon the intellectual property rights of another, including repeat infringers, or who Viasat 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 Viasat's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Viasat's receipt of a satisfactory notice of claimed infringement, Viasat 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 Viasat. Upon Viasat's receipt of a counter-notification that satisfies the requirements of DMCA, Viasat 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, Viasat will not be a party to any dispute or lawsuit regarding alleged copyright infringement. Copyright owners may send Viasat a notification of claimed infringement to report any alleged infringement of their works to: Legal Department Viasat, Inc. 349 Inverness Drive South Englewood, CO 80112 U.S.A. Fax: (720) 493-6010 E-mail: Communications.Legal@Viasat.com Copyright owners may submit a notification of claimed infringement to Viasat 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 Viasat, 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 Viasat's designated agent using the contact information shown above. Counter-notifications must satisfy the requirements of Section 512(c)(3) of the U.S. Copyright Act.