

Service Agreement - SMGS

Connectivity in Aircrafts ✈

This Service Agreement was initially prepared in Portuguese. The following English version is for your convenience, and the Portuguese version is the official version. In case of any conflict between this English version and the Portuguese version, the Portuguese version shall prevail.

This Service Agreement regulates the terms and conditions applicable to satellite Internet access service provided by **Viasat Brasil Serviços de Comunicações Ltda.** ("Viasat Brasil"), registered with CNPJ/MF under no. 27.001.440/0002-09, to the **User**.

Please read this Agreement carefully as it contains important rights, obligations, and contractual rules applicable to the **User** and **Viasat Brasil**.

This Agreement is subject to the Privacy Policy and Acceptable Use Policy available on <https://www.viasat.com/pt-br/juridicos/>. You acknowledge that you have received, read, understood and agree to all terms and conditions set forth on each of the pages of this Agreement and other documents associated with it.

By this instrument, on the one hand,

Viasat Brasil Serviços de Comunicações Ltda. (hereinafter "**Viasat Brasil**"), a limited liability company, with headquarters at Av. Engenheiro Luís Carlos Berrini, 105, 30º andar, unidade 301, Cidade Monções, São Paulo/SP, CEP [Zip Code] 04571-010, registered with the CNPJ/MF under number 27.001.440/0002-09, authorized by the National Telecommunications Agency – ANATEL for the provision of telecommunications services in Brazil;

and on the other hand, the

User, individual using the **Service** rendered by **Viasat Brasil**, according to the qualification provided by the **User** and maintained in **Viasat Brasil**'s database,

,resolve, in common agreement, to enter into this Service Agreement ("**Agreement**") in the following terms:

1. Service

1.1. The purpose of this instrument is for **Viasat Brasil** to provide satellite Internet access, on aircrafts of **Azul Linhas Aéreas Brasileiras S/A** (or any affiliate and/or subsidiary – hereinafter "**Cia Aérea**"), through the provision of onboard connectivity ("**Service**").

(a) **Sponsored Service Session**: On certain flights of **Cia Aérea**, the **Service** will be provided by **Viasat Brasil** directly to **Cia Aérea**, as a customer, and **Cia Aérea** may provide access to the **User**, during the flight, through a **Sponsored Service Session**. A **Sponsored Service Session** requires the

User to complete an action to access the **Service**. Each offer will clearly indicate the action required from the **User** to access the **Service** and the duration of access to the **Service**. For example, **Users** may have to watch a short video for access to the **Service**. **Viasat Brasil** will activate the Service only after the **User** successfully complete the action. The **User** may be required to complete the action on a sponsor's website, in which case the **User** will be subject to the sponsor's terms of service and privacy policy. No payment, aside from completing the action, will be required from the **User**.

- (b) On certain flights of **Cia Aérea**, the **Service** may be made available by **Viasat Brasil** directly to the **User**, for prepaid remuneration, in accordance with this instrument and the chosen/available **Paid Service Plan**.
- 1.2. THE **SERVICE** DURING THE FLIGHT ENABLES ONLY INTERNET BROWSING AND SENDING OF TEXT MESSAGES AND DOES NOT INCLUDE THE PERFORMANCE OF OTHER ACTIVITIES, SUCH AS STREAMING, VIRTUAL PRIVATE NETWORK OR OTHER REMOTE COMPUTER ACCESSES (“**VPN**”). OTHER PROVISIONS MAY BE ESTABLISHED IN THE **PAID SERVICE PLANS** AND ARE ONLY APPLICABLE TO SUCH **PAID SERVICE PLAN**.
- 1.3. The **Paid Service Plan** chosen by the **User**, available on **Viasat Brasil**'s website, is part of this **Agreement** and describes the conditions for the provision of the **Service** as to its characteristics, access, data allowance, use and facilities, associated prices and criteria of its application (“**Paid Service Plan**”).
- 1.4. The **Service** will be available on aircraft flights operated by **Cia Aérea**, where there is technical feasibility. **The User acknowledges that the download and upload speeds indicated in the Paid Service Plans are maximum, not being guaranteed at all times, and may undergo variations.**
- 1.5. The **User** must have computers and devices suitable for access to the **Service**.

2. Paid Service Plans

- 2.1. During the term of this **Agreement**, **Viasat Brasil** may maintain several **Paid Service Plans**, as well as create **Paid Service Plans**, modify and/or extinguish existing **Paid Service Plans**, at any time, in its sole discretion and in compliance with applicable regulations and legislation in force.
- 2.2. For **Services** requiring payment, the payment methods and prices applicable are available in the **Paid Service Plans** (<https://www.viasat.com/pt-br/juridicos/>).

3. General Conditions for Use of the Service

- 3.1. The **User** declares to be aware that the **Service** will be used exclusively in the aircraft of **Cia Aérea** and that only the devices located in the aircraft of **Cia Aérea** may access the **Service**.
- 3.2. **ACCESS TO THE SERVICE IS NOT RECOMMENDED FOR INTERNET GAMES AND SOFTWARE UPDATES, WHICH MAY NOT WORK WITH THE SERVICE. CONNECTION SPEEDS AND DATA INDEX MAY NOT BE SUITABLE FOR SOME**

APPLICATIONS. VPN, VOICE AND VIDEO CALLS OVER IP ARE NOT AVAILABLE DURING USE OF THE SERVICE ON AIRCRAFT.

- 3.3. Subject to the terms of this **Agreement**, **Viasat Brasil** grants the **User** a personal, non-transferable, non-exclusive, non-assignment able license to use and display software provided by or on behalf of **Viasat Brasil** ("**Software**"), including any **Software** updates, solely for the purpose of accessing the **Service** on which the computer or other device on which the **User** is the primary **User** or authorized to use. **Viasat Brasil's Privacy Policy contains important information about the applications of the Software(s) used. The User must read the terms carefully, as they contain relevant information about the use and security of the data transmitted to and from the computer used to access the Service.** Unauthorized copying of the **Software**, including but not limited to, software that has been modified, incorporated or included with the **Software** or with materials associated with it is expressly prohibited. The **User** may not sublicense, assign or transfer this license or the **Software**, except as expressly permitted in writing by **Viasat Brasil**. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations provided for in this license shall be void and may result in the termination of this **Agreement** by **Viasat Brasil**. The **User** agree not to copy or duplicate or allow another person to copy or duplicate any part of the **Software**, or create or attempt to create, or allow third parties to create or attempt to create, by reverse engineering or otherwise, the source code or any part of *the object programing or other information* made available as a result of this **Agreement**.
- 3.4. The **User** is strictly prohibited from delivering, altering, modifying, or tampering with the **Software** or the **Service**, or allowing anyone other who is not authorized by **Viasat Brasil** to do so. The **User** may not copy, distribute, sublicense, decompile or reverse engineer any **Software**.
- 3.5. All information, documents, products, and software (the "**Materials**") provided with this **Service** have been made available by **Viasat Brasil** or to **Viasat Brasil** and its respective manufacturers, authors, developers, licensees and suppliers (the "**Third-Party(s)**") and are copyrighted works of **Viasat Brasil** and/or the **Third-Party(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, published or transmitted in any way or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the express written permission of **Viasat Brasil** or the **Third-Party(s)**. Except as expressly stated in this **Agreement**, the **User** is not receiving any intellectual property rights of any kind, in a tacit manner, with respect to the use of the **Service** or the **Materials**. All rights related to the **Service** or materials that are not expressly granted in this instrument are reserved and retained by this instrument by **Viasat Brasil** and/or by the **Third-Party** Supplier(s).
- 3.6. The **Service** is offered only for personal, noncommercial, use of the **User**. The **User** agrees not to share his/her internet connection access provided through the **Service** with third parties through any means, including, without limitation, by linking, connecting, and/or tethering his/her device to a third-party device.
- 3.7. The **User** agrees to take reasonable steps to protect the security of any devices that connect to the Internet through the **Service**, including maintaining, at their own expense, antivirus and/or firewall to protect their devices from malicious internal

components (such as computer viruses, *worm*, computer time bomb, among others). The **User** expressly agrees that if his/her computer or internet-connected device is infected and causes any of the prohibited activities indicated in the **Acceptable Use Policy**, **Viasat Brasil** may immediately suspend the **Service** until your computer or device is sufficiently protected to prevent prohibited activities. **Viasat Brasil** reserves the right to periodically monitor the use of the **Service** for the purpose of identifying any violations of this **Agreement** and protecting the network of **Viasat Brasil**, the **Service** and other **Users** of the **Service**. In all cases, the **User** shall be solely responsible for the security of any device the **User** connects to the **Service**, including with respect to the security of the data stored or shared therein.

- 3.8. The **User** agrees to comply with all laws, rules, and regulations applicable to your use of the **Service** and this **Agreement**.

4. User Rights and Obligations

- 4.1. The **User** rights are established according to provisions set forth in this **Agreement**, chosen **Paid Service Plan** (if any) and in applicable laws and regulations.
- 4.2. Without prejudice to other obligations set forth in this **Agreement**, chosen **Paid Service Plan** (if any), applicable legislation and regulations, the **User**:
- (a) shall be solely responsible for backing up any and all data sent, received or transferred using the **Service**, including files, programs or applications on any device the **User** may connect to the **Service**;
 - (b) shall supervise the use of the **User's** account by minors, recognizing awareness that content accessible through the **Service** may contain material unsuitable for minors under the age of eighteen (18);
 - (c) shall use the **Service** exclusively for the purposes provided for in this **Agreement**, applicable legislation and regulations;
 - (d) shall not use the **Service** improperly, illegally or fraudulently, including with regard to attempts, with or without success, to hack third-party networks and/or equipment;
 - (e) shall not modify the **Service** in any way, as well as the configurations contracted, without prior and express written agreement of **Viasat Brasil**;
 - (f) shall not connect to **Viasat Brasil's** network equipment/devices/terminals that do not have certification issued or accepted by ANATEL;
 - (g) shall not store and/or transmit over the network, internal and/or external, any program or application that violates the provisions of applicable law and/or the provisions of this **Agreement**, and will not intercept or monitor any content from any point of the **Viasat Brasil** network that is not expressly addressed to the **User**;
 - (h) shall not use the **Service** in a way in order to perform clandestine telecommunications activity or the resale of the **Service**, as prohibited by law;
 - (i) shall be responsible for the logical security mechanisms of its own network, for the preservation of its data, access restrictions and control of its network;
 - (j) shall communicate **Viasat Brasil**, through one of the available service channels, any observed abnormality that may compromise the performance of the **Service**;
 - (k) shall provide the **User's** updated registration data to **Viasat Brasil**;

- 4.3. It is the **User's** duty to comply with all the above obligations, under penalty of suspension of the **Service** or termination of this **Agreement** pursuant to Clause 14.3 and as established by regulations, without prejudice to other applicable penalties.

5. Viasat Brasil rights and obligations

- 5.1. Without prejudice to the other rights provided for in this **Agreement**, chosen **Paid Service Plan** (if any) and applicable law and regulations, **Viasat Brasil** may: (a) employ equipment and infrastructure that do not belong to it to provide the **Service**; (b) contract with third parties for the development of activities inherent, ancillary or complementary to the **Service**; (c) provide advertising and other information to the **User**; and (d) allow business partners to provide advertising and other information to the **User**.
- 5.2. Without prejudice to the other obligations set forth in this **Agreement**, chosen **Paid Service Plan** (if any) and applicable law and regulations, **Viasat Brasil**:
- (a) shall provide the **Service** in accordance with applicable regulations, the terms of this **Agreement** and the chosen **Paid Service Plan** (if any);
 - (b) shall use only equipment with certification issued or accepted by ANATEL;
 - (c) shall ensure the confidentiality of the **User's** communications, personal data, registration and collection (if any), including connection records, employing all the means and technology necessary to do so;
 - (d) shall store the **User's** registration data and connection records in the form and term established by applicable laws and regulations.

6. Interruptions or Partial Service Outage

- 6.1. The **Service** may be interrupted for reasons unrelated to **Viasat Brasil's** control, associated with weather conditions, force major, fire, explosion, vandalism, nuclear disaster, terrorism, satellite component failure, cable cutting, storms, national emergencies, insurrections, riots, wars, strikes, or other failures or delays caused by the **User** or his computer or any other device. The **User** understands and agrees that **Viasat Brasil** has no control over the third-party networks that the **User** may access during the use of the Service, therefore, delays and interruptions of other network transmissions are outside the control of **Viasat Brasil**.
- 6.2. **Viasat Brasil** is not responsible for interruptions caused by any of the events referred to in clause 6.1, in accordance with applicable laws and regulations.

7. Service Activation and Automatic Logout

- 7.1. The Service shall be activated/started upon **User** access to the connection portal, acceptance of the conditions of this **Agreement**, the **Privacy Policy** and the **Acceptable Use Policy** and payment (if the User chooses a **Paid Service Plan**). The **User** will be disconnected from the Service when the Internet Service is no longer permitted during the flight, in situations where the aircraft is approaching or has reached its **destination** ("**Automatic Logout**"). The contracted Service is linked to the aircraft route purchased from Cia Aérea and the **User** is responsible for using it only for its duration.

8. Customer Care

- 8.1. In case of requests, suggestions, questions or complaints associated with the **Service**, as well as if the **User** identifies an error in the credit card invoice, the **User** may contact **Viasat Brasil Customer Service** through the chat feature available at <https://inflight.viasat.com/AZU>, available 24 hours a day, 7 days a week.

9. ANATEL Information

- 9.1. ANATEL has a toll-free Call Center at 1331, and Anatel Consumidor may be accessed through the link: <https://apps.anatel.gov.br/AnatelConsumidor/>.

10. Responsibilities and guarantees

- 10.1. The **User** will be responsible for accessing and using the **Service** through his/her account or password(s). The **User** assumes responsibility for the use of the **Service** by a minor.
- 10.2. The **User** is responsible for the misuse of the **Service**, including when committed by any person who may have access to his/her account. The **User** will take the necessary measures to ensure that third parties do not use their account to access the **Service** in an unauthorized manner, strictly maintaining the confidentiality of their *login* and password. The **User** must notify **Viasat Brasil** immediately of the unauthorized use of his/her account that he/she will become aware of.
- 10.3. **THE USER EXPRESSLY AGREES THAT THE USE OF THE SERVICE WILL BE AT HIS/HER OWN RISK. VIASAT BRASIL, ITS AFFILIATES, SUBSIDIARIES AND CONTROLLERS, THEIR RESPECTIVE DIRECTORS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, WHOLESALERS, RESELLERS, DISTRIBUTORS, SUPPLIERS, AND THIRD PARTIES CONTENT PROVIDERS (JOINTLY, "PARTNERS OF VIASAT") DO NOT GUARANTEE AND DO NOT PROVIDE ANY STATEMENT THAT THE SERVICE WILL BE UNINTERRUPTED, SAFE OR ERROR-FREE, NOR GUARANTEE ANY RESULTS ARISING FROM THE USE OF THE SERVICE OR PERFORMANCE OF THE SERVICE, INCLUDING RELATED TO THE MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE AND ANY PRODUCTS OR OTHER SERVICES PROVIDED OR SOLD TO THE USER WILL BE DISTRIBUTED "AS IT IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY. NO VERBAL SUGGESTION OR WRITTEN INFORMATION PROVIDED BY VIASAT BRASIL OR BY ANY VIASAT PARTNER WILL PRESENT ANY WARRANTY TO THE USER, NOR WILL THE USER BE BASED ON ANY INFORMATION OR SUGGESTION. IN VIEW THAT VIASAT BRASIL WILL PROVIDE THE USER WITH ACCESS TO THE INTERNET, VIASAT BRASIL DOES NOT GUARANTEE THE ACCURACY AND VERACITY OF ANY OF THE INFORMATION OBTAINED BY THE USER THROUGH THE SERVICE.**
- 10.4. **VIASAT BRASIL AND VIASAT PARTNERS ASSUME NO RESPONSIBILITY FOR ANY DAMAGE, LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM THE USE OF THE SERVICE BY THE USER OR THIRD PARTIES. VIASAT BRASIL AND VIASAT PARTNERS SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, MATERIAL OR MORAL, ARISING (I) FROM THE USE OF THE SERVICE BY THE USER OR THIRD PARTIES, (II) THE INABILITY TO USE THE SERVICE, (III) THE USE, BY THE USER OR BY THIRD PARTIES, OF ANY PRODUCTS OR SERVICES ACCESSORIES SUPPLIED OR SOLD TO THE USER, OR (IV) OF ANY AND ANY VIOLATION OF THIS AGREEMENT AND THE ACCEPTABLE**

USE POLICY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF ONE PARTY TO THE OTHER IS LIMITED TO DIRECT EMERGING DAMAGES CAUSED TO THE OTHER PARTY AS A RESULT OF COMPLIANCE OR NON-COMPLIANCE WITH THIS CONTRACT AND/OR ITS SUPPORTING DOCUMENTS. **VIASAT BRASIL**, ALSO, WILL NOT BE LIABLE TO THE **USER** AND THIRD PARTIES FOR (I) ANY UNAVAILABILITY OF THE **SERVICE** ARISING FROM FORTUITOUS CASE OR FORCE MAJOR, AMONG OTHER REASONS UNRELATED TO ITS CONTROL OR (II) IMPOSSIBILITY OF FULFILLING ITS OBLIGATIONS DUE TO ACTS OF THIRD PARTIES.

11. Export laws

- 11.1. In the case of international flights, use of the **Service** may be subject to U.S. export control laws and regulations. The **User** states that is not a prohibited end **User** under applicable U.S. laws, regulations, and export lists, including, but not limited to the U.S. Treasury Department's list of specially designated citizens and blocked persons. The **User** will not use the **Service** in any way that may be in violation of current applicable law, including, but not limited to, applicable export control laws and regulations.

12. Network Management

- 12.1. Based on the laws and regulations in force that regulate the use of the Internet in Brazil, **Viasat Brasil** informs that exceptional technical measures may be applied to discriminate or degrade traffic, whenever indispensable to the proper provision of the **Service** subject to this **Agreement** and/or applications, or for prioritization of emergency services.

13. Privacy and Protection of Personal Data

- 13.1. The **User** is aware that, in the context of the provision of **Service** subject to this **Agreement**, always in order to provide the best experience with the **Service** and/or to comply with current legislation, **Viasat Brasil** will process the **User's** personal data, provided directly or indirectly, through or not **Viasat Brasil's** customer care channels, as established in the **Privacy Policy** available on the connection portal and at <https://www.viasat.com/pt-br/juridicos/>.
- 13.2. The personal data referred to in Clause 13.1 may be transferred to partner companies, thus understood as companies providing goods and services to **Viasat Brasil** and/or belonging to the same economic group of **Viasat Brasil**, as well as to other third parties, in the context of the provision of the **Service**, being certain that, in the transfer of personal data to third parties, there is a commitment on the part of the receiver regarding compliance with the data protection regime provided for in applicable legislation.
- 13.3. **FOR THE PURPOSES OF THIS CONTRACT, THE PERSONAL DATA REFERRED TO IN CLAUSE 13.1 MAY BE SHARED WITH AFFILIATES OF VIASAT BRASIL, LOCATED ABROAD. AS A DATA EXPORTER, VIASAT BRASIL IS COMMITTED TO ADOPTING ADEQUATE SAFEGUARDS REGARDING THE INTERNATIONAL FLOW OF DATA, IN THE FORM OF THE LEGISLATION IN FORCE.**
- 13.4. Within the limits set by applicable law, **Viasat Brasil** is responsible for any breach and/or misuse of the data proven to be stored in its systems.

- 13.5. **Viasat Brasil** guarantees the **User** the exercise of all rights provided for in the applicable legislation on privacy and protection of personal data, including, but not limited to, the rights of access, rectification, anonymization, blocking, deletion and portability, in the form of the law. For more information on how to exercise such rights, the **User** should consult the **Privacy Policy**, available on the connection portal and at <https://www.viasat.com/pt-br/juridicos/>

14. Validity and Termination

- 14.1. The term of this **Agreement** shall begin on the date the **Service** is activated, effective for as long as the **Service** is provided.
- 14.2. The **User** shall be bound by the terms of this **Agreement**, and the respective documents referenced herein, at all times in which the **User** accesses the **Service** until the time of **Automatic Logout**, without prejudice to the rights and obligations provided for in the **Agreement**, which, by their nature, must remain in force, enduring the termination of the **Agreement**.
- 14.3. **Viasat Brasil** may, in its sole discretion and at any time, terminate the **Agreement** if the **User** violates the applicable laws and/or provisions of this **Agreement** or the policies and documents thereof.
- 14.4. The **User** may terminate this **Agreement** at any time, free of charge, in accordance with applicable regulations.

15. General Provisions

- 15.1. The **User** agrees that by entering into this **Agreement** and providing **Viasat Brasil** with any telephone number and/or your email address, **Viasat Brasil** or a company authorized by **Viasat Brasil** may contact the User: (a) to deal with any Service-related problems, and may call or send a text message to the telephone number provided, using a voice service or pre-recorded/artificial text message through an automatic telephone dialing system and/or using a call made by people, and (b) for any marketing purposes if agreed to by you when accessing the Service via the connection portal.
- 15.2. If any provision of this **Agreement** is found to be invalid, illegal or unenforceable by any competent authority, the provision shall be construed in such a way as to eliminate what has been invalid, illegal or unenforceable, giving, as far as possible, effects to the purposes of the provision. If this cannot be done and the entire clause is found to be invalid, illegal or unenforceable and cannot be fixed in this way, the clause shall be excluded from this **Agreement** as if it were not a party from the outset. In any case, the **Agreement** will not be affected, remaining in force with the remaining clauses, despite the clause held as invalid, illegal or unenforceable. Neither the conduct of the parties nor the commercial practice shall modify the provisions of this **Agreement**.
- 15.3. **Viasat Brasil** may exercise or cease to exercise any and all rights provided for in this **Agreement** in its sole discretion. Under no circumstances will **Viasat Brasil** be obliged to explain, comment, assume responsibility for the exercise or not of effectiveness of these rights.

- 15.4. **Viasat Brasil** may sell, assign, commit or transfer this **Agreement** (including any addenda to this Agreement) and the **User's** account to third parties.
- 15.5. The capitalized clauses of this **Agreement** are solely for the purposes of clarity of the **User's** information. The provisions of any clauses of this **Agreement** which, by their nature, must remain in force, shall survive at the termination of this **Agreement**.
- 15.6. This **Agreement**, as well as its supporting documents, including digital documents, constitutes the entire and exclusive agreement between the **User** and **Viasat Brasil**, applicable also to all other customers. This **Agreement** supersedes all statements, proposals, warranties, promises, agreements and other communications related to the **User's** subject matter, except as expressly set forth in this **Agreement**.

16. Governing Law and Forum

- 16.1. This **Agreement** shall be governed by and construed in accordance with the laws of Brazil. The Parties elect the forum of the **User's** domicile, as the sole competent to resolve any disputes arising out of the **Agreement**, renouncing any other, regardless of how privileged it may be.

By selecting "***I have read*** and accept this **Agreement**" below, you accept the terms of this **Service Agreement**, as well as you also accept Viasat's **Privacy Policy** and **Acceptable Use Policy**.

I have read and accept this Agreement