

PLEASE BE AWARE THAT VIASAT MAY COLLECT AND USE CERTAIN INFORMATION WHILE YOU USE OUR SERVICE. FOR FURTHER INFORMATION, PLEASE SEE OUR PRIVACY POLICY.

Terms of Service

These Terms of Service (the “**Terms**” or “**Agreement**”) are between you and VIASAT BRASIL SERVIÇOS DE COMUNICAÇÕES LTDA, a Brazilian limited company, with an office located R. Gomes de Carvalho, 911 - Vila Olimpia, São Paulo - SP, 04547-003, Brazil (“**Viasat**”). Checking the box as you log on to use the Service represents your affirmative opt-in agreement to these Terms. If you do not agree with these Terms, do not check the box or use the Service, and return to the local vendor from whom you made the Purchase (as defined in Section 3(d)) for a refund. You will not receive a refund if you check the box and proceed to use the Service (except as otherwise set forth in this Agreement). You may view again these Terms at any time by visiting <https://viasatdobrasil.com.br/juridicos/>.

1. The Service

The purpose of this Agreement is to govern your use of the Viasat Wi-Fi Internet broadband service, a non-exclusive network shared with other Viasat Internet broadband users (“**Service**”).

2. Customer Care

For any assistance with the Service, including use of your pin code to connect to the Service or any complaints and requests for information, you may speak with your local vendor for personal attendance. In some instances, your local vendor may forward your request or complaint to Viasat personnel for further assistance. If you would like to contact Viasat directly, you may email hotspotpartners@viasat.com, visit <https://viasatdobrasil.com.br/>, call +55- 800-887-0122 or write to:

Viasat Brasil Serviços de Comunicação Ltda. R. Gomes de Carvalho, 911 - Vila Olimpia, São Paulo - SP, 04547-003, Brazil

You may also contact the National Telecommunications Agency – Anatel by using any of the following options:

Call Center: 1331

Login in: Anatel's FOCUS System by accessing the page:

<https://sistemas.anatel.gov.br/sis/cadastrosimplificado/pages/acesso/login.xhtml?i=0&codSistema=64>

Visit Anatel's Website: <http://www.anatel.gov.br/consumidor/>

Visit one of Anatel's Citizen Room. The addresses of Citizens Room are available at: <http://www.anatel.gov.br/consumidor/canais-de-atendimento/presencial>.

3. Using the Service.

a. Your Obligations. In connection with your use of the Service you agree to comply with all applicable laws and regulations, including but not limited to copyright and intellectual property rights laws.

b. Provider Obligations. In addition to providing the Service, Viasat will (1) maintain and provide the Service in an adequate and quality manner as required by law, (2) comply with all Service providers' legal and regulatory obligations, and (3) provide proper customer care.

c. Your Rights. All rights implied by law and regulation, especially those of Resolutions Anatel No. 614/2013 and No. 632/2014 to the extent applicable, and in these Terms, ensue to the benefit of the end user of the Service.

d. Types of Plans. Unless you have received free Service, in order to use the Service, you must purchase an increment of data plan (a "**Data Purchase**") or an increment of time plan (a "**Time Purchase**"), or both ("**Combo Purchase**," and together with Data Purchase and Time Purchase, a "**Purchase**"). You may only use the Purchase at the specific location where you made such Purchase for the Service, within Viasat's Service coverage area.

The Service Plans are available at <https://viasatdobrasil.com.br/>.

i) **Data Purchase.** Immediately after you enter your pin code and connect to the Service, all uploaded and downloaded data transmitted using the Service will count towards your Data Purchase. If you use more data than the Data Purchase, the Service will cease to work beyond the amount of the Data Purchase, in which case you may proceed with a new Purchase for continuing the use of the Service. Upon completing a Data Purchase, you will automatically connect to the network and begin using data. You may turn off your Wi-Fi to prevent your device from automatically connecting to the Service. Each Data Purchase plan you buy will expire 30 days after the Data Purchase regardless of whether you have used all of the data under the applicable Data Purchase plan.

ii) **Time Purchase.** Viasat will begin counting your Time Purchase immediately after you enter your pin code and connect to the Service. Your Time Purchase will continue counting down, even if you are not logged into the Service. The Service will cease to work beyond the amount of the Time Purchase. In this case, you may proceed with a new Purchase for continuing the use of the Service.

iii) **Combo Purchases.** A Time Purchase may include a Data Purchase associated with it (e.g., 10GB for one-week). For Combo Purchases, your Service will cease to work beyond the expiration of the earlier of the associated time component or the date on which you have reached your data limit. In this case, you may proceed with a new Purchase for continuing the use of the Service.

e. Non-Commercial Use of the Service. The Service is for non-commercial use, and you agree not to use the Service for commercial purposes.

4. **Payment Terms.** This is a “pre-paid service,” and the payment for each Purchase is final, and non-refundable (except as otherwise set forth in this Agreement). Viasat will not provide you a pro-rata refund for any Purchase left unused.

5. **Modifications to the Service.** Viasat may make changes to, the Service (or any function or feature of the Service) (“**Modifications**”) at any time without having any liability to you, to the extent allowable by law. Viasat will provide notices of Modifications in any manner acceptable by law, including by posting them on the login page for use of the Service and at <https://viasatdobrasil.com.br/>. In the event Viasat makes any Modifications to the Service that materially affect your use of the Service, you may terminate the Service and, in the event you have an unused Data Purchase that has not expired when such Modification occurs, you may request a refund for the unused portion of your Data Purchase from your local vendor.

6. **Modifications to the Terms.** Viasat may update or modify these Terms from time to time. Viasat will provide prior notice of changes in the Terms in any manner acceptable by law, including by posting them on the login page for use of the Service and at <https://viasatdobrasil.com.br/juridicos/>. You should review the Terms carefully before using the Service. In the event Viasat makes any modifications to these Terms that you do not agree with, and you have an unused Data Purchase that has not expired when such modification occurs, you may request a refund of the unused portion of your Data Purchase from your local vendor.

7. **Expiration of Purchase.** Your Service will immediately cease to work upon the expiration of your Purchase. Any unsaved work still open in a web browser or other application may be lost and Viasat is not responsible for, and will not be able to recover, such data loss.

8. **Termination or Suspension by Viasat.** Viasat reserves the right to terminate or suspend the Service and this Agreement at any time, in whole or in part, by providing any notices required by law. Further, Viasat may terminate or suspend the Service if you do not comply with your obligations under these Terms, Viasat’s Acceptable Use Policy (as explained further in Section 11 below) or with any other applicable laws or regulations.–

9. **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. To use the Service, you must have a device cable of accessing Wi-Fi Internet, and the device’s Wi-Fi capabilities must be enabled. Your use of the Service may be affected by the capabilities of the device you use to access the Service. Your connection speed may not be suitable for some applications, including certain games. You understand and agree that temporary interruptions or delays of the Service may occur as normal events in the provision of the Service, and Viasat will compensate affected users as required by applicable regulations. Virtual private networks and remote computer access may be very slow with the Service and some may not work at all. Some online games may be very slow with the Service and some may not work at all. Viasat will not be liable for any failure of performance if such failure is due to any cause beyond Viasat’s reasonable control, including (a) acts of God, (b) fire, explosion, vandalism, nuclear disaster, terrorism, cable cut, storm, or other similar occurrence, (c) any law, order, or regulation of any government, civil, or military authority, (d) national emergencies,

insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or (e) delays caused by you or your equipment.

10. 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 Viasat even if Viasat provides a link to such content. Viasat does not provide, sell, license, or lease any of the Third Party Content other than that specifically identified as being provided by Viasat. Any links to Third Party Content we provide are as a convenience only. Viasat is not liable for any Third Party Content.

11. Privacy Policy and Acceptable Use Policy. Any data provided to or collected by Viasat in the performance of the Service is subject to Viasat’s Privacy Policy. Use of the Service is subject to the terms and conditions of Viasat’s Acceptable Use Policy. Viasat’s Privacy Policy and Acceptable Use Policy are incorporated into this Agreement. Click [here](#) to review the Privacy Policy and click [here](#) to review the Acceptable Use Policy.

12. General Use Restrictions. Subject to your acceptance of and compliance with these Terms, 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 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. All information, documents, products, and software (the “**Materials**”) provided with this Service were provided by or to Viasat by its respective manufacturers, authors, developers, licensees, and vendors (the “**Third Party Providers**”) and are the copyrighted work of Viasat and/or the Third Party Providers. Except 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 by electronic, mechanical, photocopying, or recording means. Except as expressly stated herein, you are not granted any intellectual property rights of any kind in or to the Service or Materials, and all rights in and to the Service or Materials not expressly granted herein are hereby reserved and retained by Viasat and/or the Third Party Provider.

13. Export Laws. Your use of the Service may be subject to Brazilian export control laws and regulations and any other applicable local laws or regulations. You represent that you are not a prohibited end user under applicable export laws, regulations, and lists, including but not limited to the U.S. Treasury Department list of Specially Designated Nationals or Blocked Persons available at <https://www.treasury.gov/resource-center/sanctions/sdn-list/pages/default.aspx>. You will not use the Service in any manner that would violate such laws and regulations.

14. DISCLAIMER OF WARRANTIES AND LIABILITY. YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. 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 ACCESS TO 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 AND OTHER ELECTRONIC DEVICES CONNECTED TO THE SERVICE OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE SERVICE. YOU SHOULD TAKE ALL PRECAUTIONS FOR THE SECURITY OF YOUR DEVICES AND INFORMATION.

VIASAT AND ITS 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.

TO THE FULLEXT EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL VIASAT (INCLUDING PARENTS, SUBSIDIARIES, AND AFFILIATES AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES) OR ITS THIRD PARTY PROVIDERS, AGENTS, SUPPLIERS, DISTRIBUTORS, LICENSORS AND ASSOCIATED BUSINESSES (AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS, OR REPRESENTATIVES) (COLLECTIVELY, THE “**DISCLAIMING PARTIES**”) BE LIABLE TO YOU OR ANYONE ELSE FOR DAMAGES OF ANY KIND ARISING OUT OF YOUR MISUSE OF THE SERVICE, VIOLATIONS OF THESE TERMS BY YOU, VIOLATION OF VIASAT’S ACCEPTABLE USE POLICY BY YOU OR ANY ACTIONS BY THIRD PARTIES NOT AFFILIATED WITH VIASAT, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES.

15. Indemnity. To the greatest extent permitted by applicable law, you agree to indemnify and hold harmless Viasat, and its 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 these Terms, (d) your violation of Viasat’s Acceptable Use Policy, or (e) your violation of any rights of another while using the Service. This Section 15 is for the benefit of Viasat and our respective contractors, 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.

16. General.

a. Call Monitoring and Recording. For quality assurance, Viasat records and/or monitors telephone calls and online chat sessions between Viasat customers and Viasat agents, employees, and/or affiliates regarding the Service. By using the Service, you (and anyone calling or otherwise contacting Viasat with regard to the Service) consent to any and all call and online chat session recording and monitoring performed by Viasat or our agents, employees, and/or affiliates. Viasat ensures the privacy of such communications recording and monitoring as required by Law.

b. Applicable Law. Any action related to these Terms will be governed by the applicable laws of Brazil.

c. Entire Agreement. This Agreement, as well as the additional documents specifically incorporated as a part of this Agreement, constitutes the entire and only Agreement with respect to its subject matter between you and Viasat.

d. Miscellaneous. The effective date of these Terms is the date (and time) that you first “accept” these Terms in order to receive the Service and terminate at the date (and time) that your Purchase expires or is completed. The provisions of this Agreement, however, that by their nature should continue shall survive any termination of this Agreement.