

# 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 data about you in connection with the Services, and how we use and share it, 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 are connecting to on the airline operator’s aircraft (“Airline”) (collectively the “Services”), regardless of how you access or use it, whether via computer, mobile device, consumer electronics device or otherwise. This includes users in the European Economic Area (“EEA”). 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 Agreement. This Policy does not apply to Viasat’s data collection 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, including addenda applicable to Services provided outside of the United States (in each such instance, and collectively the “Additional Privacy Terms”), which will govern to applicable Services in the event of a conflict with the General Privacy Notice. 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 third parties’ services and practices, not Viasat’s.

**PLEASE BE AWARE THAT VIASAT COLLECTS THE FULL/COMPLETE URL ADDRESSES OF ALL SITES VISITED WHILE USING OUR SERVICE.**

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By viewing, accessing, registering, creating an account, or otherwise using the Services, you agree to the Services’ Terms of Service Agreement and consent to Viasat’s collection, use, and disclosure practices, and other activities as described in this Policy, and any additional privacy statements that may be posted on an applicable part of the Service. *If you do not agree and consent to this Policy or the Terms of Use, discontinue use of the Services.*

## 1. INFORMATION COLLECTION

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 each category of data from you. We may use contractors to help us provide the Services (“Vendors”) and they, in that capacity,

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may collect the Information. However, 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 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). Except to the extent required by applicable law, or to the extent combined by or on behalf of Viasat with Viasat-Collected PI, Usage Information (including, without limitation, unique identifiers) are considered hereunder to be “**non-Personal Information**” (i.e., data that is not Personal Information under this Policy). In addition, Personal Information, including, without limitation, Viasat-Collected PI, once “**de-identified**” (i.e., the removal of personal identifiers from data to make it no longer personally identifiable) is also considered hereunder to be non-Personal Information and may be used and shared without obligation to you, except as prohibited by applicable law.

## **C. Children and Minors**

The Services are intended for a general audience and not directed to children less than 13 years of age. Viasat does not intend to collect Personal Information as defined by the U.S. Children’s Privacy Protection Act (“**COPPA**”) (“**Children’s Personal Information**”) in a manner that is not permitted by COPPA. If you are a parent or guardian and believe Viasat has collected Children’s Personal Information in a manner not permitted by COPPA, please contact us at the contact information provided below, and we will remove such data to the extent required by COPPA.

Any California residents under the age of eighteen (18) who have registered to use the Services, and who have publicly posted content or information on the public-facing pages that are part of the Services operated by us (as opposed to on Third Party Services that may have been accessed via the Services, which we do not operate and for which we are not responsible), can request removal by contacting us at the contact information provided below, detailing where the content or information is posted and its location and attesting that you posted it. Viasat will then make reasonable good faith efforts to remove the post from prospective public view or anonymize it so the minor cannot be individually identified to the extent required by applicable law. This removal process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished or archived content by search engines and others that Viasat does not control.

## **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 collect may include your name, address, email address, phone number, Airline frequent flyer account number, and a credit or debit card number or other financial 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 (i.e., passive collection). This may include

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collection of data regarding your login credentials, browser type, operating system, software version, Internet Protocol (IP) address or MAC address, and platform types, as well as Usage Information.

Usage Information may also be collected as a byproduct of operating Viasat's commercial satellite services network; such includes information about your use of the Services, including domain and subdomain names and the complete addresses ("URLs") of the websites visited while using our Services, the amount of time you spend using them, the number of times you return to them, the amount of time it takes to load a page, the order in which the content on a page loads, and other data that helps us to track and understand how users use our Services. This 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 and websites that are statistically significant to our user population 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 viewed, collected, and used by Viasat. Viasat is not responsible for the accuracy of any information contained in those postings.

### (4) *Tracking Technologies and Do Not Track*

The Tracking Technologies that you may encounter using our Services, both on our Services and on Third Party Services, include:

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 and our Vendors 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.

If you use your browser's method of blocking or removing cookies, some but not all types of cookies may be deleted and/or blocked and as a result some features and functionalities of the Services may not work. A Flash cookie (or locally shared object) is a data file which may be placed on a device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your device. HTML5 cookies can be programmed through HTML5 local storage. Flash cookies and HTML 5 cookies are locally stored on your device other than in the browser and browser settings won't control them. To identify certain types of local shared objects on your computer and adjust your settings, please visit: [www.macromedia.com/support/documentation/en/flashplayer/help/settings\\_manager.html](http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html). The Services may associate some or all of these types of cookies with your devices.

We and our Vendors may use both session-based cookies and persistent cookies. A description of each of these cookies is provided below.

Session Cookies. Session cookies exist only during an online session. They 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.

While most browsers will allow you to block cookies by enabling a Do Not Track header within the browser, our Services do not look for, and we do not respond to, Do Not Track headers. However, we only use cookies as described in this Policy.

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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.D and E regarding certain choices regarding these activities.

Viasat is giving you notice of the Tracking Technologies and your choices regarding them explained in Section 5.D and E so that your consent to encountering them is meaningfully informed.

### 2. HOW WE USE INFORMATION COLLECTED

Viasat (and our Vendors working on our behalf) may use the Information we (and our Vendors working on our behalf) collect from and about you, including Personal Information, for any purpose not prohibited by applicable law or inconsistent with this Privacy Policy or applicable Additional Privacy Terms. When necessary, we will obtain your consent before using your data for these purposes:

- To provide the Services and communicate with our customers;
- To develop new products or services;
- To market our Services and related services to you;
- To contact you with information and promotional materials from Viasat or on behalf of our partners and affiliates;
- 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;
- As described to you at the point of data collection;
- To use and disclose your credit/debit card information or other financial information only to process payments and prevent fraud; and/or
- To process and complete transactions.

Please also note that in accordance with applicable laws, your Information may be stored and used for the purposes described in this Policy in the United States or in any other country in which Viasat or its subsidiaries, affiliates or service providers conduct operations. Additionally, your Information may be transferred to countries outside the United States and EEA using appropriate safeguards when necessary.

### 3. INFORMATION SHARING AND DISCLOSURE

Viasat may send your Information, including Personal Information, to third parties, for any purposes not prohibited by applicable law or inconsistent with this Policy. However, we will not share Viasat-Collected PI with third parties for their own direct marketing purposes, unless we give you a choice (either opt-in or opt-out depending on applicable law) of that sharing. When necessary, we will obtain your consent before sharing and disclosing your data in the following circumstances:

- 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;
- 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,

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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;
- We may disclose your Information where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety or property of any person or entity (including Viasat), or violations of our Terms of Service or policies;
- In emergency situations, we will use or share your Information when doing so is necessary to protect an interest that is essential for an individual's life; and
- We will use or disclose your Information when doing so is necessary to protect an interest that is essential for an individual's life.

#### 4. THIRD-PARTY SERVICES, SOCIAL FEATURES, ADVERTISING 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 Technology 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 Services users and how they use the Services. Information generated by these services (e.g., your IP address and other Usage Information) may be transmitted to and stored by these Vendors on servers in the U.S. (or elsewhere) and these Vendors may use this information for purposes such as evaluating your use of the Services, compiling statistic reports on the Services' activity, and providing 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. Otherwise, the information collected, stored, and shared by third parties 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.

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## 5. YOUR CHOICES

### A. Account Information

You may update or change your account contact and billing information by reaching us at the contact information provided 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 (parents of children under 13 and California minors see the next section) 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 except to the extent prohibited 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 may have the right to: (a) access certain Personal Information we maintain about you; (b) exercise your right to data portability; (c) request that we update, correct, amend, erase, or restrict your Personal Information; (d) withdraw your consent previously given; (e) request that we not share your Personal Information with third parties for ancillary or competing services; and/or (f) 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, but may not accommodate a request if we believe the change would violate any law or legal requirement or cause the information to be incorrect. We may take steps to verify your identity before granting you access to your 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 at the information provided below. We will consider and process your request within a reasonable period of time. Please be aware that under certain circumstances, the GDPR may limit your exercise of these rights.

### C. Withdrawal of Consent

At any time, Data Subjects from the EEA may withdraw consent you have provided to Viasat for using, disclosing, or otherwise processing your Personal Information. You may withdraw your consent by emailing Viasat at the contact information provided below, and following the instructions in our communication to you.

Please note that your withdrawal of consent to process certain Personal Information about you (1) may limit our ability to deliver services to you and (2) does not affect the lawfulness of our processing activities based on your consent before its withdrawal.

### D. Tracking Technologies Generally

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 Flash cookies (also known as locally shared objects), HTML5 cookies, or other Tracking Technologies. For information on disabling Flash cookies, go to Adobe's website <http://helpx.adobe.com/flash-player/kb/disable-third-party-local-shared.html>. 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. Note, 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 find out more about "Do Not Track," you can visit <http://www.allaboutdnt.com>, but we are not responsible for the completeness or accuracy of this third party information. Some third parties, however, may offer

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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. Viasat is not responsible for the completeness or accuracy of this tool or third party choice notices or mechanisms. For specific information on some of the choice options offered by third party analytics and advertising providers, see the next section.

### **E. Analytics and Advertising Tracking Technologies**

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> under the section labeled “Tell our customers not to measure your use of their websites or tailor their online ads for you.”

You may choose whether to receive some Interest-based Advertising by submitting opt-outs. Some of the advertisers and Vendors that perform advertising-related services for us and our partners, or that are associated with Third Party Services you may visit using our Services, may participate in the Digital Advertising Alliance’s (“DAA”) Self-Regulatory Program for Online Behavioral Advertising. To learn more about how you can exercise certain choices regarding Interest-based Advertising, visit <http://www.aboutads.info/choices/>, and <http://www.aboutads.info/appchoices> for information on the DAA’s opt-out program for mobile apps. Some of these companies may also be members of the Network Advertising Initiative (“NAI”). To learn more about the NAI and your opt-out options for their members, see <http://www.networkadvertising.org/choices/>. Please be aware that, even if you are able to opt out of certain kinds of Interest-based Advertising, you may continue to receive other types of ads. Opting out only means that those selected members should no longer deliver certain Interest-based Advertising to you, but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). Also, if your browsers are configured to reject cookies when you visit these opt-out webpages, or you subsequently erase your cookies, use of a different device or web browsers or use a non-browser-based method of access (e.g., mobile app), your NAI / DAA browser-based opt-out may not, or may no longer, be effective. 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 may from time to time elect to share certain Information about you with third parties, such as an Airline, for those third parties’ direct marketing purposes, however, we will only knowingly share Personal Information with third parties for third party direct marketing purposes if you have consented to that sharing (opt-in) or are given an opportunity to prospectively terminate that sharing (opt-out). California Civil Code Section 1798.83 permits California residents who have supplied personal information, as defined in the statute, to us to, under certain circumstances, to exercise such opt-in /opt-out rights and inquire further about how to do so and how we comply with Section 1798.83. To make such a request, please provide sufficient information for us to determine if this applies to you, 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., 3902 S. Traditions Drive, College Station, TX 77845, Attention: Legal Department. Any such 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 through our e-mail address or mail address.

## **7. INTERNATIONAL TRANSFER**

Your information is stored on servers in the United States. If you are located outside of the United States, please note that information we collect will be transferred to and processed in the United States, using appropriate safeguards when necessary.

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## 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 Data stored by or for us.

## 9. CHANGES TO PRIVACY POLICY

Viasat may amend this Policy from time to time. When we do, we will post the change(s) on the Services. Any changes will be effective immediately upon the posting of the revised Policy, unless a different effective date is stated, and your use of our Service indicates your consent to the privacy policy posted at the time of use. However, we will not use your previously collected Viasat-Collected PI, to the extent it is not collected under the new privacy policy, in a manner materially different than represented at the time it was collected without your consent. To the extent any provision of this Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

## 10. HOW TO CONTACT US

If you have any questions that you would like to ask about this Policy or about our handling of your Information, or with a request relating to the section entitled “Your Rights,” please send an e-mail to [privacy@Viasat.com](mailto:privacy@Viasat.com) or reach us at our customer care number at 1-866-497-5377.

**Effective Date: December 4, 2018**