

Viasat Inflight Wi-Fi and Entertainment Content Terms of Service Agreement

This Viasat Inflight Wi-Fi and Entertainment Content Terms of Service Agreement (the “**Agreement**”) is between you and Viasat, Inc. (“**Viasat**,” “**us**,” or “**we**”), and governs your use of Wi-Fi connectivity, internet services, and/or entertainment content provided by Viasat (the “**Service**”) on Royal Jordanian Airlines PLC (including any affiliate and/or subsidiary, and any other brand names as will be applicable from time-to-time) aircrafts from which you are connecting to the Service (the “**Airline**”). Your acceptance and continued use of the Service represents your agreement to the terms set forth in 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 us, you may write to:

Viasat, Inc.
6155 El Camino Real
Carlsbad, CA 92009
USA

1) Using the Service.

In exchange for access to and use of the Service, you: (a) agree to provide Viasat with accurate and complete registration information, if requested, and to notify Viasat of changes to your registration information; (b) agree to protect the password, username and security information you use to access the Service, if applicable, and to notify Viasat immediately of any known unauthorized use of your account; (c) agree to comply with all applicable laws and regulations, including, but not limited to, copyright and intellectual property rights laws, (d) agree not to use the Service to do or share anything that violates this Agreement, is misleading, discriminatory, fraudulent, or could impair the Service; and (e) represent that you are at least 18 years of age and you will supervise and accept responsibility for usage of your account by minors. You cannot use the Service if we have previously disabled your device from accessing our services for violations of this Agreement, or you are prohibited from receiving our products, services, or software under applicable laws.

2) Service Access Options.

Depending on the Service offered on your flight, you may access the Service by (a) paying for the Service (“**Paid Service Options**”), (b) for no charge through Viasat’s ad-supported “sponsored” Service, (“**Sponsored Free of Charge Service Options**”) or (c) for no charge if provided by the Airline, Viasat, or through your wireless service provider. The Service options available to you will vary depending on the Airline flight, and each option may not be available on every Airline flight.

(a) Paid Service Options. The Paid Service Options apply to any in-flight purchase of Service, including, but not limited to, using a credit card, debit card, voucher or any other valid payment method accepted by Viasat.

(i) 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 use of the 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.

(ii) 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.

(iii) Pay Per Flight Plan. Each pay per flight session begins on the Billing Commencement Date and ends at the point in time when 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.

(iv) 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.

(v) Payment Terms. You agree to pay all Service Fees in accordance with the provisions of the Service plan you selected. You authorize Viasat 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, via a Voucher, or through another valid payment method accepted by Viasat, 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.

(vi) Billing Errors and Collections. If you think a charge is incorrect or need more information on any charges applied to your account, you should contact us at <https://inflight.viasat.com/RJA>, 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, subject to applicable law.

(b) Sponsored Free of Charge Service Options. Sponsored Free of Charge Service Options apply to free or discounted access to the Service through a “sponsor,” such as, but not limited to, sponsored (a) internet sessions, whether access to the “open” internet or to specific content, (b) entertainment content, (c) media content, (d) e-commerce websites, or (e) retail services.

(i) How sponsored free of charge service works. Viasat offers free access to the Service by working with businesses and organizations to sponsor your internet access. Sponsors pay Viasat when you interact with them, for example, when you consume their content, visit their web properties, create accounts with them or purchase things from them. Some of the money they pay us covers your internet access or a portion thereof.

(ii) Your commitments. In order to provide you free or discounted internet access, you agree that we can show you ads and offers from businesses that pay us to promote to you. Protecting your privacy is central. We have designed sponsored access to the Service to display relevant content without telling sponsors who you are. Sponsors tell us the kind of audience they want to see their ads and offers. We then show their ads and offers to people who match that description based on their current or past interactions with the Service.

Some of the sponsored access options may require you to connect to services provided by third parties, in which case you will be subject to any applicable terms of service of that third-party provider. For example, if you visit a sponsor's web property and provide information to them directly (for example by creating an account or buying something, or agreeing to tracking or targeting), then you are providing that information to them under the sponsor's terms of service, and you are subject to their privacy policy.

(iii) Access options. Viasat may provide access to the Service through a Free of Charge Service Option through one or more of the following options:

Sponsored Internet provides you access to the Service if you complete an action. Each offer will clearly indicate the action required from you and the duration of access to the Service. For example:

“Watch a one-minute video for 30 minutes of internet access”

“Sign up for a loyalty program for two hours of internet access”

“Purchase an activity for three hours of internet access”

We will activate the Service only after you successfully complete the action. You may be required to complete the action on a sponsor's website, in which case you will be subject to the sponsor's terms of service and privacy policy, rather than the terms of this Agreement. After you complete the action, we will automatically activate your Service.

Promoted services give you access to our sponsors' websites, select online services, and select mobile applications, such as, video streaming services, social networks or messaging applications. You may be required to make a selection to use the Promoted Services or access may be enabled automatically by default when you connect to the Wi-Fi network. Any use of our sponsors' Promoted Services are provided to you under their terms of service and privacy policy.

Media services give you access to selected entertainment content, for example, movies, sports or news.

Retail services or e-commerce services gives you access to buy products and services. If you complete a transaction on a sponsor's website, you will be subject to the sponsor's terms of service and privacy policy.

(c) The Airline, Viasat, or your wireless service plan (if you receive wireless service through a participating wireless telecommunication provider), may provide you other options to access the Service at a discount or for no additional charge, including, but not limited to, free access to wi-fi internet service options and/or cached entertainment content.

3) Modifications to the Agreement.

Viasat is constantly working to improve the Services and develop new features and products. From time to time, Viasat will need to update this Agreement to reflect any modifications to our existing services, add new services, or to comply with applicable laws. Viasat will provide notice of changes to this Agreement in any manner acceptable by law, including, but not limited to, by posting them on the login page prior to you accessing, or re-accessing the Service following any modifications to the Agreement. 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.

4) Suspension or Termination of Service Access.

If we determine, in our sole discretion, that you have breached this Agreement or any other applicable policies, we may suspend or permanently disable access to the Service from your device. In the event you are subject to the terms of this Section 4, and you disagree with such a determination, you may contact Viasat at <https://inflight.viasat.com/RJA> and we will try in good faith to resolve your claim.

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 Viasat 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 Viasat 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 Viasat. Viasat will not be liable for any failure of performance if such failure is due to any cause beyond Viasat’s reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, pandemic, 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”) that you access through any aspect of the Service has not been independently authenticated in whole or in part by Viasat even if the Service 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. Viasat does not make any warranty or representation, of any kind, regarding Third Party Content.

7) Acceptable Use Policy.

Use of the Service is subject to the terms and conditions of Viasat’s Acceptable Use Policy. Viasat’s Acceptable Use Policy is incorporated into this Agreement and is accepted together with this Agreement. You may review the Acceptable Use Policy by going to <https://www.viasat.com/legal/> and selecting the In-Flight Wi-Fi Acceptable Use Policy.

8) General Use Restrictions.

You are hereby granted the right to use the Service through a non-exclusive, non-transferable and non-assignable limited license. 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 the Service were provided by or to Viasat by its respective manufacturers, authors, developers, licensees and vendors (the "**Third Party Provider(s)**") and are the copyrighted work of Viasat 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 Viasat 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 Viasat 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 and 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, or a prohibited end user under any applicable local laws. 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) Limits on Liability and Disclaimer of Warranties.

The Service is provided "as is," and we make no guarantees that the Service will be safe, secure, or error-free, or that it will function without disruptions, delays, or imperfections. Subject to applicable laws, Viasat does not guarantee that the Service will be free of viruses or other harmful components. Viasat does not control or direct content on the web properties of its sponsors.

TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

YOU ARE USING A PUBLIC INTERNET CONNECTION AND YOU SHOULD TAKE ALL PRECAUTIONS FOR THE SECURITY OF YOUR DEVICE AND INFORMATION. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE SERVICE.

11) Indemnity.

You agree to indemnify and hold harmless Viasat from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of: (a) your use of the Service, including, but not limited to, content you submit, post, transmit or otherwise make available through the Service; (b) your violation of the terms of this Agreement; or (c) your violation of any rights of another. At our expense and election, you agree to cooperate with us in connection with our defense. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

12) DISPUTE RESOLUTION AND APPLICABLE LAW.

Any action related to this Agreement will be governed by the laws of the State of California and controlling U.S. federal law and no choice of law rules of any jurisdiction will apply, however, if you are an EU resident your consumer protection rights are not limited by this choice of law, and you may bring a claim to enforce your consumer protection rights in connection with this Agreement in the EU country in which you live. The European Commission provides for an online dispute resolution platform, which you can access here: <http://ec.europa.eu/consumers/odr/>.

13) General.

(a) **Call Monitoring and Recording.** For quality assurance, Viasat may record and/or monitor telephone calls and online chat sessions between its customers and its agents, employees and/or affiliates regarding the Service. To the extent permitted by applicable law, you (and anyone calling or otherwise contacting us with regard to your account or use of 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.

(b) **Contact Information.** Subject to applicable law, you agree that if you provide us with your wireless phone number, any other telephone number, your billing address and/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 prerecorded/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) **Entire Agreement.** The Agreement, as well as the additional online documents specifically incorporated as a part of the 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. The Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in the Agreement.

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

(e) **Miscellaneous.** If we fail to enforce any of the terms of this Agreement, it will not be considered a waiver of such terms. Any amendment to or waiver of the Agreement terms must be made in writing and signed by us. Captions used in the Agreement are for convenience only and shall not be considered a part of the Agreement or be used to construe its terms or meaning. The effective date of this Agreement is the date that you first "accept" the Agreement in order to access the Service. The provisions of the Agreement, which by their nature should continue, shall survive any termination of the Agreement. All of our rights and obligations under the Agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. We reserve all rights not expressly granted to you.

(f) **Feedback.** We always appreciate your feedback and other suggestions about our products and services. We may use any feedback provided by you without any restriction or obligation to compensate you, and we are under no obligation to keep the feedback confidential.