

Viasat Wi-Fi Privacy Policy

Viasat Tecnología, S.A. de C.V. (“**Viasat**”), with an office located at Montes Urales 754, piso 3, colonia Lomas de Chapultepec, alcaldía Miguel Hidalgo, C.P. 11000, in Mexico City, Mexico, and its parent, subsidiaries and affiliates (collectively with **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 (defined below) and how we use and share it, and applies to the Viasat Wi-Fi Internet service (and related products and services provided by us) (collectively the “**Services**”). 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 the related Terms and Conditions.

We may supplement this Policy by additional privacy notices posted on the Services (“**Additional Privacy Terms**”), which will govern the applicable Services if it conflicts with this general Privacy Policy. When you access Third Party Services (as defined below) from or in connection with our Services, our policies and terms and conditions do not govern those third parties’ services and practices.

By checking the box on the portal, you agree and recognize that you had access to the Services’ Terms and Conditions, the Acceptable Use Policy, and this Policy, and consent to Viasat’s collection, use, and disclosure practices, and other activities as described in this Policy, and any Additional Privacy Terms.

Additionally, Viasat, Inc., which is Viasat’s parent, is based in the United States of America (“**U.S.**”). Please be aware that Information (as defined below) collected through the Services may be transferred to, processed, stored, and used in the U.S. By checking the box on the portal, you consent to the transfer to and from, processing, usage, sharing, and storage of your information, including Personal Information, in the U.S. as set forth in this Policy.

1. **INFORMATION COLLECTION**

Viasat may collect information about you when you use our Services, request information from us, or otherwise contact us (collectively “**Information**”). The Information falls into the following categories, which we treat differently under this Policy: Personal Information, 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, may collect the Information, but 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 information that identifies you personally, such as your first and last name, e-mail address, and credit or debit card or other financial information, as well as your unique device identifier (but, not including Internet Protocol (IP) addresses, which are treated as Usage Information as set forth below, except where prohibited by applicable law) (“**Personal Information**”). 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 in connection with your use of the Services (“**Viasat-Collected PI**”), we will treat the combined data as Viasat-Collected PI under this Policy.

B. Non-Personal Information

Information that Viasat and its Vendors and/or Third Party Services may collect includes (1) demographic information, such as your gender, age, zip code, interests, and recent and upcoming purchases (“**Demographic Information**”); and (2) certain information about you when you access or use the Services (“**Usage Information**”). Usage Information may include MAC address, IP address 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, Demographic Information and Usage Information 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 (defined below), once “**de-identified**” (i.e., the removal of personal identifiers from data to make it no longer personally identifiable) is also considered non-Personal Information and may be used and shared without obligation to you, except as prohibited by applicable law.

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C. How Information Is Collected

(1) *Information You Provide to Us*

You may provide us with Information when you use our Services. Personal Information that we may collect that you may provide to us may include your name, address, email address, phone number, answers to security questions, or financial information.

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

Viasat may also collect Usage Information, including information about your use of the Services, including the domain names, subdomains and location identifiers (“**URLs**”) of the websites, and parts thereof, 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, errors and issues in accessing or loading content, 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 and the performance of our Services. This helps us, for instance, to improve the performance and user experience of our Services, including to optimize, troubleshoot, measure, cache content, and monitor and improve 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 others, including 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 you may access via our Services, include:

Cookies. Cookies are alphanumeric identifiers that are transferred 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.

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.

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.

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.

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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, if we use cookies, we will only use them as described in this Policy.

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 to conduct analytics.

Viasat is giving you notice of the Tracking Technologies and your choices regarding them explained in **Section 5** 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, including without limitation for any of the following 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.

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, except for the purposes set forth in the next paragraph, 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) of that sharing.

The purposes for which we may share Information, include any of 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, potential business transition partners, and regulators;

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

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” content; 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 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 Viasat-Collected PI under this Policy, 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 regarding the policies or business practices of any third parties, including, without limitation, analytics Vendors and Third Party Services associated with or accessed through the Services, and 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. 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>.

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 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), 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.

B. Analytics and Advertising Tracking Technologies

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. The practices related to these Third Party Services and other Tracking Technologies are governed by each applicable third party's specific privacy policy, not this Policy.

6. DATA SECURITY

Viasat has taken certain physical, administrative, and technical steps to safeguard the Personal Information we collect from and about our 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, and we encourage you to take precautions to protect your personal data when you are on the Internet.

7. 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 and you will have a chance to opt in to the amended Policy when you log on to the Services. The new Policy will apply to the Information we gather after the date of the amendment.

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8. 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, please send an e-mail to privacy@Viasat.com.

Effective Date: January 29, 2019

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ADDITIONAL PRIVACY TERMS (MEXICO)

The following Additional Privacy Terms apply if you are using the Service within the country of Mexico and incorporated into and made part of the Privacy Policy. Any conflicts between these Additional Privacy Terms and the Privacy Policy, the Additional Privacy Terms shall control. The Additional Privacy Terms are as follows:

1. MEANS AND PROCEDURE TO PURSUE ARCO RIGHTS AND / OR REVOCATION OF CONSENT FOR THE PROCESSING OF PERSONAL DATA

You or your legal representative may pursue any of the rights of access, rectification, cancellation or opposition ("ARCO Rights"), as well as revoke your consent for the processing of your Personal Information by sending an email to Viasat's Privacy and Personal Data Area to the following address: privacy@viasat.com, where your request will be attended.

In order for Viasat's Privacy and Personal Data Area to attend your request, you or your legal representative must adequately prove your identity, by describing the specific Personal Information in question and attaching a valid copy of any of the following official IDs: passport, voter card, professional card or military service card.

In the event that the information provided is erroneous or insufficient, or the identity accreditation documents are not attached, the Viasat Privacy and Personal Data Area, within 5 (five) business days following receipt of your request, may require you to provide the elements or documents necessary to process your request. You must meet such requirement within 10 (ten) business days counted from the day after you received it, otherwise your request will be deemed as not submitted.

The Viasat's Privacy and Personal Data Area will inform you of the decision adopted within a maximum period of 30 (thirty) business days from the date on which the applicant replied to Viasat's requirement. When appropriate, the corresponding action will be taken within 15 (fifteen) business days following the communication of Viasat's decision. The answer will be given electronically to the email address specified by the holder of the Personal Information.