

Crew Live Terms of Service

Welcome!

Your Host is pleased to make Internet connectivity service (the “**Service**”) available at this Service Point. The Service is operated by ITC Global, Inc. and its Affiliates (“ITC Global” or “ITC”). As part of the Service, you will be directed to a web portal (the “**Site**”) when you first access the Service and after you log in to the Service.

The Terms of Service

These Terms of Service (these “Terms”) govern your access to and use of the Service. **BY CREATING AN ACCOUNT OR USING THE SERVICE, YOU SIGNIFY YOUR BINDING AND IRREVOCABLE ACCEPTANCE OF THESE TERMS. IF YOU DON’T AGREE WITH THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE. THESE TERMS ARE A BINDING LEGAL AGREEMENT BETWEEN YOU AND US, SO PLEASE READ THEM. PLEASE NOTE THAT THESE TERMS INCLUDE AN AGREEMENT TO BINDING ARBITRATION, A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIAL (see below).** The words all in uppercase, like the preceding sentence, are especially important. If you're using the Service for a company or other entity or organization, you're also agreeing to these Terms on behalf of that company, entity or organization when you use or access the Service. If there are any inconsistencies between these Terms and any information in any other materials, whether ads, promotional materials, or otherwise, regarding the Service, these Terms always control.

In these Terms:

- “**us**”, “**we**”, “**our**” or similar refer to ITC Global and its applicable Affiliates.
- “**you**”, “**your**” or similar refer to the person accessing or using the Service and/or the Site and, if applicable, the company, entity or organization for which you’re accessing or using the Service.
- “**Content**” is any emails, messages, files, software, digital media of any nature, comments, feedback or other data or information that is Transmitted through the Service.
- “**Host**” means the operator of the Service Point where you use the Service.
- “**Service Point**” means the vessel, site, or other location where the Host makes the Service available.
- “**Promotional User**” is a person who has Promotional Access.
- “**Roaming User**” is a person who uses the Service through their membership with a third party service provider with whom we have a relationship that allows use of the Service.
- “**Subscriber**” is a person who has an Account and subscribes for service.
- “**Transmit**” is to upload, download, distribute, transmit or otherwise send or receive Content through the Service.

- **“User”** is a Promotional User, Roaming User or a Subscriber.

Privacy Policy: We respect your personal information and we are dedicated to its responsible handling. Please refer to the Service’s Privacy Policy (below). We may update the Privacy Policy from time to time to reflect new services or changes to the Service or our business. Each such update will include the date of the last revision.

Terms of Sale: If you are paying for the Service, our Terms of Sale, which are part of these Terms, will apply. If you have any payment issues, please contact us at NOC@itcglobal.com or call our Customer Care hotline (+1 855 639 4482 (Toll Free US/Canada, International toll charges may apply)) at your earliest opportunity. We understand that if you are having payment issues with the Service while at the Service Point, you may not be able to call or send us an email at that time.

How does the Service operate and what are its limitations?

Users connect to the Service using Wi-Fi technology at the Service Point. The Service uses satellite communications to connect to the Service Point and the satellites use various ground stations around the world to connect to our servers and the Internet.

Our goal is for every user to have a quality experience. Due to the limited bandwidth available at a Service Point, which is being shared by multiple users, the Service is designed for basic web browsing, online shopping, email and intranet access through Virtual Private Networks (VPNs) and it is not designed to handle transmission of large amounts of data, such as in large file transfers (including downloading/uploading movies or videos), Voice over IP (VoIP) applications or streaming video. To help provide a quality experience to all users and for the comfort of fellow passengers or as required to comply with applicable law, ITC, the Host, or both may place limits on the ability to access or use certain applications and services, including, without limitation, VoIP applications and/or streaming video applications.

We are committed to managing the network in a manner that does not discriminate based on a website’s content or its provider to the extent reasonably possible to do so. We reserve the right to limit access to the Service or certain applications for network management purposes or as required by applicable law. We do employ content filtering at the request of the Host or as required by applicable law.

The Service is generally available for use except when the Service is down for maintenance, updates or upgrades. Availability of the Service is always at the discretion of Host and a Service Point’s chief administrator (i.e. captain). In addition, government authorities may also restrict the availability of the Service, access to certain features or applications and/or access to and use of certain websites when a Service Point is in that country’s territory.

Due to a variety of factors, Service coverage, speed and quality may vary—there are areas in which there may be sporadic or no coverage, the Service may be disrupted due

to geography, weather, course, solar (electromagnetic) storms or similar interference and issues with satellite or terrestrial backhaul may degrade, limit or prevent operation of the Service.

The connection through which you create an Account and use the Service is an SSL-encrypted link. Even so, we recommend that sensitive or private information not be accessed via or transmitted over the Service. The Service does support secure VPN access. If you have access to a VPN, we recommend that you use it for greater security. Please also see System Requirements, below.

The Service accesses and displays content that in most cases isn't ours, including information that may appear on the Site, which is provided by the Host. Such third party content is the sole responsibility of the person or entity that publishes it or makes it available. In some cases we may review or screen such content to determine whether it may be illegal or violate our policies, and we may remove, filter or refuse to display content that we believe may violate our policies or the law, but that does not mean that we review or filter any specific content.

THE SERVICE IS INTENDED ONLY AS A CONVENIENCE AND IT IS NOT INTENDED TO BE USED FOR ANY MEDICAL, SAFETY, EMERGENCY, OR ANY OTHER USES WHERE RELIABILITY AND ACCURACY ARE CRITICAL.

System Requirements

To access and use the Service, you will need a compatible mobile device, such as a laptop, tablet, or mobile handset, with Wi-Fi capability and running compatible browser software (we support current versions of Firefox, Chrome, Safari, and Internet Explorer) and have an email account. Because use of the Service involves third party hardware and software, your ability to use the Service may be affected by the availability and performance of these items. You acknowledge and agree that such third party items and any related expenses are solely your responsibility.

You are solely responsible for the security of any device of yours connected to the Service, including any data stored on that device, and for implementing appropriate security precautions on that device. At a minimum, please ensure that your device's firewall is turned on and that it is running up-to-date anti-virus software.

Cookies

By agreeing to these Terms, you expressly consent to our use of cookies, although you may block or delete them. Blocking or deleting cookies will not prevent you from using the Service, but it may limit use of certain features and it may require you to manually log-in each time you use the Service. See our Privacy Policy for information regarding cookies and our use of cookies.

Accessing the Service

There are three ways to access and use the Service (not all of which may apply to you):

1. **You can be a Promotional User.** This is when the Host provides complimentary use of the Service or you have a voucher for complimentary use (we call this “Promotional Access”). Even though Service is complimentary, you will still to create an account with us. Depending on the Host, you may also be requested to provide other information.
2. **You can be a Roaming User.** This is when you have an account with one of our roaming partners. To sign on as a Roaming User you will need to provide a username and password for the roaming partner. You will be granted access to the Service to the extent our agreement with the roaming partner applies. You are solely responsible for all charges and fees that such roaming partner charges you to access and use the Service. **Please make sure you understand what these charges and fees are before you log on as a Roaming User.**
3. **You can be a Subscriber.** This is when you purchase access to the Service. To access and use the Service as a Subscriber, you need to create an account with us.

Creating an Account

To create an account with us (your “**Account**”), you need to be at least 18 years old and provide us with your real name and a valid email address, payment and certain contact information (“**Account Information**”). You’ll also need to create a password. Please select a strong password, which contains a mix of lowercase and uppercase letters, numbers and special characters. You’re solely responsible for maintaining the confidentiality and security of your password. You’re also solely responsible for all activities that occur on or through your Account. We aren’t responsible for any loss, damage or charges arising out of the unauthorized use of your Account. If you learn of any unauthorized use of your password or Account, please contact us immediately at NOC@itcglobal.com.

As a User, the right to use the Service is personal to you and is not transferable to any other person or entity and only one mobile device may be used at a time to access and use the Service.

If you’re located in a country embargoed by the US, or you’re on the US Treasury Department’s list of Specially Designated Nationals, in accordance with US law you may not access or use the Service.

The Host and we may send you service announcements, administrative messages, payment and other information regarding the Service using the email address you provide as part of your Account Information.

The Service Is Not Directed Towards Children

The Service is not directed towards children. We do not seek to collect any personal information from anyone under the age of 18 years old.

Data and Filtering

Account Information, any Content you send or receive using the Service, and other associated data may be transmitted over various networks, processed and/or stored within or outside of your country of residence and changed to conform and adapt to technical requirements. By agreeing to these Terms, you expressly consent to such use, transmission, processing and storage.

Depending on the location of a Service Point, the country of registration of a Service Point (if applicable), our licenses or authorizations from various jurisdictions and other factors, the operation of the Service is subject to legal requirements of various jurisdictions. Operation of the Service may be filtered, restricted or unavailable while in transit in the territory of certain countries or at the request of the Host or otherwise as required to comply with applicable law.

You specifically acknowledge and agree that we may as a necessary incident of providing the Service, or as required or permitted by law, by government authorities or by the Host or otherwise as contemplated by this Agreement, use technical and other means to identify, inspect, remove, block, filter and/or restrict access to certain Content, online services, websites or applications.

Usage Policy

When registering for, accessing and/or using the Service, you agree to comply with the following usage policy ("**Usage Policy**"). If we believe that you've violated this Usage Policy, we may, in our sole discretion, suspend or terminate your Account and/or use technical measures to limit your access to the Service, in whole or in part, or prevent you from using or accessing the Service in the future.

When using the Service, you agree not to:

- simultaneously access the Service through more than one device at a time.
- display offensive content on your device in view of another person.
- resell, redistribute, or rebroadcast the Service via any means (for example, you may not connect a Wi-Fi or other wireless network to the Service or use your device as a mobile "hotspot" or access point or otherwise re-broadcast the Service).
- misuse, disrupt, or interfere with the Service, for example, by accessing or attempting to access an Account that you are not authorized to access; accessing or searching the Service by any means other than through our publicly supported interfaces (no scraping); intercepting or collecting any personally

identifiable information of others; monitoring (through, for example, sniffers) network traffic; probing, scanning or testing the vulnerability of any of our systems or networks; circumventing, disabling or interfering or tampering with any security features of the Service; interfering with, disrupting or creating an undue burden on the Service; restricting, inhibiting or otherwise interfering with the ability of any other person to use or enjoy their devices or the Service; attempting to decrypt any encrypted or scrambled communications where you are not the intended recipient; or accessing or using the Service with an IP address other than the IP address assigned to you.

- copy, modify, reproduce, repurpose, rent, lease, loan, sell, or distribute the Service, or any elements thereof, or create derivative works based on the Service or frame any of the Service within another website, application, or online service.
- use the Service to invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
- use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," or other similar systems that send more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser.
- violate any applicable law, including those related to export control, spam, gambling, obscenity, or computer access.

With respect to Content Transmitted via the Service, you agree not to:

- Transmit any Content that infringes any patent, trademark, service mark, copyright, trade secret, right of publicity, right of privacy or other proprietary right of a third party unless you have the permission from the rightful owner use it for these purpose(s).
- Transmit any Content that is illegal, harmful, defamatory, threatening, abusive, harassing, tortious, libelous, invasive of another's privacy or hateful. This includes, by way of example, Content that (i) promotes or condones bigotry, prejudice, racism or hatred; (ii) is racially, culturally or ethnically derogatory; (iii) provides instructional information about illegal activities; (iv) promotes physical harm or violence against any group or individual; (v) promotes or depicts any act of cruelty, (vi) exploits children or otherwise is considered by us to be harmful to minors; (vii) contains any overtly sexual, obscene or pornographic elements; or (viii) infringes or violates another person's rights, including privacy and intellectual property rights.
- Transmit bulk or unsolicited ("spam") email messages or use the Service to collect responses from unsolicited emails.
- Transmit Content that contains software viruses, worms or Trojans or any other computer code, files or programs designed to monitor, interrupt, destroy, limit or interfere with the functionality of any computer software, hardware or communications equipment, including without limitation adware, spyware or malware.

Feedback and Suggestions

You have no obligation to offer any feedback or suggestions to us regarding the Service. Although we appreciate any feedback and suggestions you provide, you understand that we may use such feedback and suggestions without any obligation to account to you for such use or to compensate you in any manner for such use.

Who Owns What

The Service allows you to Transmit Content. You retain ownership of any intellectual property rights that you hold in such Content.

The Service, including software, graphics, text, design tools, images, pictures, layout, algorithms, and look and feel, contains proprietary information and material that is owned by us and/or our licensors, and are protected by applicable intellectual property and other laws. You agree not use or copy such information or materials in any way whatsoever except for using the Service in compliance with these Terms. All copyrights in and to the Service are solely and exclusively owned by us and/or our licensors. All data and information generated in connection with the operation of the Service is owned solely and exclusively by us.

“ITC,” the ITC logo, and our other trademarks, service marks, graphics, and logos used in connection with the Service are our trademarks or registered trademarks in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service or in these Terms are trademarks of their respective owners. You are granted no right or license with respect to any of these trademarks.

Licenses

We take appropriate action in response to alleged copyright infringement if is reported using our Digital Millennium Copyright Act process and complies with the law. If you believe that your work has been copied in a way that constitutes infringement and it is available on the Service, please provide a written notification of claimed infringement addressed to the designated agent as set forth below, which must include substantially all of the following:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of the material that you claim is infringing your work and exactly where it is located on The Service;
- Your full name, address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, his/her/its agent, or the law;

- a statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

To reach our Copyright Agent for Notice of claims of copyright infringement, mail the notice to:

ITC Global
Attn: Legal Department-WISP Copyright Agent
26200 Enterprise Way
Lake Forest, CA 92630
United States

The Copyright Agent should only be contacted if you believe that your work has been used in a way that constitutes copyright infringement and such infringement is occurring on the Service. The Copyright Agent won't respond to incomplete notices or any other inquiries. We reserve the right to terminate Accounts of repeat infringers.

Termination

These Terms apply upon your first access to the Service and remain in full force and effect unless and until your Account is terminated. You may terminate your Account at any time, but fees that have been paid are nonrefundable and early termination will not entitle you to any credit or refund of fees that have been paid. To terminate your Account, please contact us at NOC@itcglobal.com.

You understand that any termination of your Account may involve deletion of your Account information from our live databases and all the information stored for your Account. We will not have any liability whatsoever to you for any termination of your Account or related deletion of your information.

We reserve the right to terminate your Account, or restrict use of the Service, without notice, for any or no reason whatsoever.

This "**Termination**" provision, the "**Who Owns What**" provision above, and the "**Enforcement**," "**Warranty Disclaimers**," "**Limitation of Liability**," "**Indemnity**," "**Governing Law**," "**Dispute Resolution; Binding Arbitration; Jury Trial Waiver; Class Action Waiver**" and "**Miscellaneous**" provisions below, together with any other terms that are clearly intended to survive termination, shall survive the termination of these Terms.

Changes to the Service

We reserve the right to modify, suspend, or discontinue the Service (or any part thereof) at any time with or without notice, and we will have no liability should we exercise such rights.

Enforcement

We reserve the right to take any steps we believe are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms (including but not limited to our right to cooperate with any legal process relating to your use of the Service and/or a third party's claim that your use of the Service is unlawful and/or infringes such third party's rights). You agree that we have the right, without liability to you, to disclose any Account Information, usage records or other information collected by us to law enforcement authorities, government officials, and/or a third party, as we believe we are required to do or is reasonably necessary or appropriate or to enforce and/or verify compliance with any part of these Terms.

WARRANTY DISCLAIMERS

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE, TOGETHER WITH THE HOST, OUR SERVICE PROVIDERS, AND OUR LICENSORS (COLLECTIVELY, AND TOGETHER WITH THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS, THE "ITC PARTIES"), DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU ACKNOWLEDGE THAT FROM TIME TO TIME WE MAY REMOVE OR LIMIT THE SERVICE OR PORTIONS THEREOF FOR INDEFINITE PERIODS OF TIME OR TERMINATE THE SERVICE OR PORTIONS THEREOF AT ANY TIME.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE ITC PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE OF THEM, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, NON-INFRINGEMENT, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY.

IN CONNECTION WITH YOUR USE OF THE SERVICE, YOU EXPRESSLY AGREE THAT THE ITC PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, ACT, OR OMISSION OF ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, OR ILLEGAL CONDUCT OR CONTENT, OR ANY INFRINGEMENT OF YOUR OR ANOTHER'S RIGHTS INCLUDING, WITHOUT LIMITATION, PRIVACY AND INTELLECTUAL PROPERTY RIGHTS AND YOU HEREBY RELEASE THE ITC PARTIES FROM ANY AND ALL SUCH CLAIMS BASED ON THE CONDUCT AND CONTENT OF THIRD PARTIES.

THE ITC PARTIES DO NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION.

NOTE: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

UNLESS PROHIBITED BY LAW IN A PARTICULAR INSTANCE:

- **WE DISCLAIM ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR, AND YOU AGREE NOT TO MAKE, AND YOU AGREE TO RELEASE THE ITC PARTIES FROM, ANY CLAIMS OR DAMAGE ARISING FROM (i) ANY ERRORS, OMISSIONS, MISTAKES, OR INACCURACIES IN THE SERVICE; (ii) ANY LOSS OR CORRUPTION OF, OR DAMAGE TO, ANY OF YOUR CONTENT; (iii) ANY FAILURE TO COLLECT, TRANSMIT OR DISPLAY ANY CONTENT; (iii) ANY SERVICE FAILURE, DISRUPTION OR INTERRUPTION OF ANY TYPE THAT RENDERES THE SERVICE EITHER WHOLLY, PARTIALLY OR INTERMITTENTLY UNAVAILABLE FOR ANY DURATION; AND/OR (iv) ANY HARMFUL OR MALICIOUS CODE, SUCH AS BUGS, VIRUSES, TROJANS OR THE LIKE, THAT MAY BE TRANSMITTED THROUGH THE SERVICE.**
- **THE ITC PARTIES ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND EXPENSES AND DAMAGES FOR LOSS OF PROFITS, GOODWILL, INCOME, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) AND YOU AGREE NOT TO MAKE, AND YOU HEREBY WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES AGAINST ANY OF THE ITC PARTIES EXCEPT FOR DIRECT, COMPENSATORY DAMAGES AS LIMITED BY THESE TERMS.**
- **THE MAXIMUM AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS OR DAMAGE RELATING TO THE SERVICE ARE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO US FOR THE SERVICE SESSION(S) AT ISSUE.**
- **IF YOU HAVE A DISPUTE WITH ANOTHER USER, YOU RELEASE THE ITC PARTIES FROM ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.**
- **THESE LIMITATIONS OF LIABILITY APPLY NOT ONLY TO YOU, BUT TO ANYONE USING YOUR ACCOUNT, TO ANYONE MAKING A CLAIM ON YOUR BEHALF, AND TO ANY CLAIMS MADE BY YOUR FAMILY, HEIRS, SUCCESSORS OR OTHERS ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE.**
- **THE ESSENTIAL PURPOSE OF THE WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY PROVISIONS OF THESE TERMS IS TO LIMIT**

OUR POTENTIAL LIABILITY AND THESE PROVISIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. YOU ACKNOWLEDGE YOU HAVE RECEIVED VALUABLE CONSIDERATION FOR THIS IN THE FORM OF OUR ABILITY TO OPERATE AT LOWER COST, GENERATE INNOVATION AND THE WILLINGNESS TO CONTRACT, OR A COMBINATION OF THESE, WHETHER GENERALLY OR SPECIFICALLY.

NOTE: SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

California Users

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Under California Civil Code Section 1789.3 and California Business and Professions Code Section 17538, residents of California are advised of the following: ITC Global Inc., which can be contacted at 26200 Enterprise Way, Attn: ITC Legal, Lake Forest, CA 92630, USA, telephone +1-949-672-2000, is the provider of the Service. We may charge Users for the Service. Users will be notified in advance if there will be a charge for the Service. To resolve a complaint regarding the Service or to receive further information regarding use of the Service please contact us at NOC@itcglobal.com. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California may be contacted in writing at 3737 Main St., Suite 650, Riverside, CA or by calling 1-800-952-5210.

INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD THE ITC PARTIES HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY BREACH OF THESE TERMS BY YOU OR ANY PROHIBITED OR UNAUTHORIZED USE BY YOU OF THE SERVICE.

Amendments

We reserve the right, at any time and from time to time, to amend, update, supplement, or otherwise modify these Terms and to impose new or additional rules, policies, terms, or conditions on the use of the Service. Such amendments, updates, supplements, modifications, and additional rules, policies, terms, and conditions (collectively “**Additional Terms**”) will be effective immediately upon giving notice of such Additional Terms. Continued use of the Service following such time constitutes

acceptance of the Additional Terms. You are encouraged to review these Terms periodically and to check the “Last Revised” date at the bottom of these Terms for the most recent version.

Notices

We may send you notices by sending an email message to the email address listed in your Account Information or by posting it on the Service and/or Site. Unless the notice provides otherwise, notices are effective immediately.

Restricted and Limited Rights

U.S. GOVERNMENT RESTRICTED AND LIMITED RIGHTS: The Service is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable. All data is provided with LIMITED RIGHTS and such data may be reproduced and used by the Government with the express limitation that they will not, without written permission, be used for purposes of manufacture nor disclosed outside the Government. Manufacturer is ITC Global.

Compliance with Law

If you are accessing the Service from outside of the United States you are doing so on your own initiative and you agree to comply with all local, state, provincial, federal, and national laws, statutes, decrees, ordinances, and regulations that apply to your access to and use of the Service. US law applies to and controls the export of any Content Transmitted via the Service. No Content may be exported or re-exported to countries or persons prohibited under export control laws or to anyone on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department’s Table of Deny Orders. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited or are not a person or entity to which such export is prohibited.

Governing Law

You agree that for purposes of these Terms we are solely based in California USA and any operations elsewhere do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California USA. These Terms and any disputes arising out of or relating to them or otherwise relating to the Service will be governed by (i) the laws of the State of California without regard to its conflict of law principles and (ii) the Federal Arbitration Act (9 U.S.C. §1 et seq.). These Terms shall not be governed by

the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

Dispute Resolution; BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER

PLEASE NOTE: YOU HAVE THE RIGHT TO OPT-OUT OF BINDING ARBITRATION WITHIN 30 DAYS OF THE EARLIER OF THE DATE ON WHICH YOU OPEN YOUR ACCOUNT OR FIRST ACCESSED THE SERVICE. YOU MUST FOLLOW THE PROCEDURE BELOW TO OPT-OUT. IF YOU DO NOT SO OPT-OUT, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH US THROUGH BINDING ARBITRATION. OPTING OUT OF BINDING ARBITRATION DOES NOT OPT YOU OUT OF THE JURY TRIAL AND CLASS ACTION WAIVERS BELOW.

If you have a Dispute with us, we'd like to have an informal opportunity to try and resolve it. You agree to try to resolve any Dispute informally by sending a notice to NOC@itcglobal.com with the word "Dispute" in the Re or Subject field. In the notice, you must describe the nature of the Dispute with reasonable specificity and include your name, mailing address, phone number and email. We'll try to resolve the Dispute by contacting you via email or phone.

If you and we are unable to resolve your Dispute within 60 days from our receipt of notice of the Dispute, you or we may pursue the Dispute in arbitration pursuant to the terms in this provision. **YOU AND WE AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT ANY DISPUTE SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS COMMERCIAL ARBITRATION RULES AND SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF; PROVIDED THAT EITHER YOU OR US MAY BRING A LAWSUIT SOLELY FOR INJUNCTIVE RELIEF TO STOP UNAUTHORIZED USE OR ABUSE OF THE SERVICE, OR INVOLVING INTELLECTUAL PROPERTY INFRINGEMENT, WITHOUT FIRST ENGAGING IN THE INFORMAL DISPUTE-RESOLUTION PROCESS OR ARBITRATION. IN THE USA, YOU AND WE EACH ALSO RETAIN THE RIGHT TO SEEK RELIEF IN A SMALL CLAIMS COURT FOR DISPUTES OR CLAIMS WITHIN THE SCOPE OF ITS JURISDICTION.**

Unless otherwise agreed by you and us, the arbitration shall occur in Orange County, California USA before a single mutually agreeable neutral arbitrator. Participation may be in person or via telephonic or electronic means. You and we have the right, at each's own expense, to be represented by a spokesperson of each's own choosing.

The AAA rules will govern payment of all arbitration fees. We will not seek our attorneys' fees and expenses in arbitration unless the arbitrator determines that your claim is frivolous or otherwise determines that you should pay these.

You and we agree that the arbitration, including the evidence, the argument and the outcome, is confidential between you and us. You and we can inform legal counsel and, if necessary, financial advisors and insurers, about the arbitration if they are advised of the confidentiality obligations. You and we can tell others only as required by law. The arbitrator appointed must also agree to this confidentiality protection. Nothing in this Agreement prevents either you or we from filing the arbitration award with a court to enforce or appeal such award (but only if the arbitration award is not paid within 90 days of its issuance), though both you and we agree that the evidence, arguments of the parties, and the arbitrator's findings related to such award will be treated as confidential information subject to a court-approved protective order.

IF FOR ANY REASON THESE ARBITRATION REQUIREMENTS DO NOT APPLY, YOU AND WE EACH HEREBY WAIVE ANY TRIAL BY JURY AND AGREE THAT THE CLAIM SHALL BE DECIDED EXCLUSIVELY BY A COURT OF COMPETENT JURISDICTION LOCATED IN ORANGE COUNTY, CALIFORNIA.

You may opt-out of binding arbitration through either of the following options (please include your name, address, email and account number on the communication): (1) send a letter stating your intent to reject binding arbitration to us at ITC Global, Attn: General Counsel (WISP Opt-Out), 26200 Enterprise Way, Lake Forest, CA, 92630; or (2) send an email with your intent to reject this dispute resolution provision to NOC@itcglobal.com. Exercising this right, should you choose to do so, will not affect any of the other provisions of these Terms and you may continue to use the Service. If you opt out, you will not be required to do so again if we modify this section in the future or you agree to new Terms.

YOU AND WE AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION, UNLESS BOTH YOU AND WE SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. IN THE EVENT THAT THIS CLASS ACTION WAIVER IS DEEMED UNENFORCEABLE, THEN ANY PUTATIVE CLASS ACTION MAY ONLY PROCEED IN A COURT OF COMPETENT JURISDICTION AND NOT IN ARBITRATION.

YOU AND WE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY DISPUTE MUST COMMENCE WITHIN TWELVE (12) MONTHS AFTER THE EVENT GIVING RISE TO THE DISPUTE OCCURS, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

“Dispute” means any dispute, claim, cause of action or controversy between you and any ITC Parties relating to these Terms or the Service, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and

includes the validity, enforceability or scope of this Section (with the exception of the enforceability of the Class Action Waiver clause above), but excludes any disputes or claims to the extent that they involve the payment, nonpayment or improper payment of any fees owed to us by you.

Miscellaneous

These Terms constitute the entire agreement between you and us with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights. If any part of these Terms is considered invalid by a court or arbitrator, the rest of it will remain enforceable. These Terms will also be binding on your heirs and successors and on our successors and assigns. We may assign our rights to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. No waiver of any part of these Terms, or of any breach of it, in any one instance will require us to waive any other instance or breach. We will not be responsible for failures to fulfill any obligations due to causes beyond our control or that constitute force majeure events. Any translation of these Terms, or any part thereof, is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of these Terms shall govern.

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Terms of Sale

These terms of sale ("**Terms of Sale**") apply to all purchases you make from us (each, a "**Purchase**"). Any capitalized term not defined in these Terms of Sale has the meaning defined in the Terms of Service (the "**Terms**"). These Terms of Sale supplement and are part of the Terms.

Making Purchases.

- When you confirm a Purchase, you agree to be bound by these Terms of Sale and to pay for that Purchase.
- Please pay attention to the details of the Purchase, because the total price may include taxes and fees, which you are responsible for paying.
- Please don't confirm a purchase unless you are ready to pay, because all sales are final and fees paid for the Service are non-refundable.
- **ALL SALES ARE FINAL AND FEES PAID ARE NONREFUNDABLE**. Once you click the "Purchase" button, your purchase will be charged to the payment source you provided. If there is an error with your Purchase, please contact us by email at NOC@itcglobal.com
- Prices are subject to change at any time, and there is no price protection or refunds in the event of a price drop, sale or other promotion.

Payment Methods.

- We accept most major credit cards and debit cards for payment. When you provide a payment source to us, you confirm that you are permitted to use that payment source. You also authorize us to collect and store it, along with other related Purchase information. We're sorry, but we do not accept cash or checks for payment.
- When you make a payment, you authorize us (and our designated payment processors) to charge the full amount to the payment source you designate for the Purchase.
- If you pay by credit or debit card we may obtain a pre-approval from the issuer of the card for an amount up to the amount of the Purchase. We will bill your card at the time of purchase or shortly thereafter.
- If you pay by debit card and your payment results in an overdraft or other fee from your bank, you alone are responsible for that fee.
- From time to time, credit or debit cards are declined for various reasons. If a purchase has been declined due to a credit or debit card issue, first please ensure all data is correct and resubmit. If the purchase is still not accepted, you may wish to try another card.

For Assistance

For assistance with payment questions or other purchase inquiries, please refer to our online support page under FAQs. If you can't find the answers you are seeking, please contact us at NOC@itcglobal.com. Responses to emails will be provided as soon as possible.

Time-based Passes.

- If you are purchasing an hourly or fixed duration pass, the pass is valid for that period only, but in no event longer than ninety days. A pass commences at the time of purchase.

MB-based Passes.

- If you are purchasing a pass with a maximum MB usage, the pass is valid until the allocated MB is depleted or until ninety days after its purchase, whichever occurs first.

Combination Passes.

- If you are purchasing a pass with both a time and maximum MB allocation, the pass then expires when one or both of the allocation is reached.

Monthly Subscriptions.

- You may cancel your subscription at any time by contacting us at NOC@itcglobal.com. There are no refunds for early termination. Cancellations made at least three (3) days prior to your monthly subscription renewal date will be effective as of that monthly subscription renewal date. Cancellations made within three (3) days prior to your monthly subscription renewal date will not take effect until the end of the next succeeding monthly renewal date (meaning you will be still be charged for that period). You may use the Service until your cancellation is effective.
- If you revoke authorization to charge your payment card, or if for any reason payment is not authorized, we will, at our option, cancel your subscription or suspend your use of the Service until payment has been made.
- Prices are subject to change at any time. If the price for your subscription changes, we will give you notice of the new price at least thirty (30) days before the beginning of the renewal term in which the new price becomes effective. Unless you cancel your subscription at least three (3) days before your monthly subscription renewal date, you agree to the new price and authorize us to charge your payment card accordingly.

Disputes and Reversals

- If you believe you have been incorrectly charged, or you believe that an unauthorized Purchase has taken place under your Account, you must notify us of such disputed charges within the time provided for in your payment card agreement (or within 60 days after the date the charge was incurred if your payment card agreement does not contain a time period) or you waive your right to dispute those charges. Such notifications must be submitted to us at NOC@itcglobal.com.
- You are responsible for and agree to reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by us (including costs and related expenses) that were caused by or arising out of payments that you authorized or accepted.

Actions We May Take. As part of our effort to keep the Service safe and secure, we may take certain actions to reduce liability for our users and for us.

- We may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity and creditworthiness.

- We may cancel any Purchase if we believe the Purchase violates these Terms of Sale or the Terms, or we believe doing so may prevent financial loss.
- We may place a delay on a payment for a period of time, limit payment sources for a Purchase, limit your ability to make a payment or deactivate your Account if we believe doing so may prevent financial loss.
- We may contact your payment source issuer, law enforcement, or impacted third parties (including other users) and share details of any payments you are associated with if we believe doing so may prevent financial loss or a violation of law.

Notices and Amendments to these Terms of Sale.

- The Terms of Sale in place at the time you confirm a Purchase will govern that Purchase.
- We may amend or change these Terms of Sale, in whole or in part, at any time by notice.
- We may provide notices to you by posting them on our Services, or by sending them to the email address that you provided to us. Notices shall be considered received by you at the time posted or sent.

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Privacy Policy

We respect the importance of your personal information. The privacy policy of our parent company, available at https://www.panasonic.aero/wp-content/uploads/2016/11/PrivacyPolicy_20160826.pdf (“Privacy Policy”) applies to your personal information that we collect through or in connection with the operation of the internet connectivity service we operate (the “Service”). We want you to understand our Privacy Policy and, specifically, what information we gather in connection with the Service, how that information is used, with whom we share that information and what we do to protect it. We’re accountable for the protection of your personal information under our control and are committed to following this Privacy Policy and complying with the law. This Privacy Policy is not a contract between us and you.

User Agreement

You agree that your use of this internet service (the “Service”) is governed by and subject to the Terms of Service (the “Terms”) and our Privacy Policy (“Privacy Policy”), both of which may be updated from time to time. By using the Service, you acknowledge that you have read, understand and agree with the Terms and the Privacy Policy and will comply with the Terms.

In using the Service, you also expressly consent to (i) the use of cookies, as described in the Privacy Policy and the Terms, in connection with your use of the Service, (ii) to the transfer of your communications, including personally identifying or identifiable information, associated with your use of the Service to ITC Global in the United States in order to operate the Service and comply with legal requirements, and (iii) the transfer, as described in the Privacy Policy, of all or certain or such information to the Host in the countries it operates.

You also understand and expressly agree that under applicable law we and/or the Host are obligated to enable access to such information to governmental or law enforcement authorities for law enforcement purposes and may also disclose any such information as required to comply with a court order, subpoena or other legal process or otherwise as required by law.

If you are an EU resident, consistent with our commitment to protect personal privacy, we declare that we comply with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States.