

Terms of Service

Welcome!

Your Host Airline is pleased to make Internet connectivity service (the “**Service**”) available on this flight. The Service is operated by Panasonic Avionics Corporation. 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 other, regarding the Service, these Terms always control.

In these Terms:

- “**us**”, “**we**”, “**our**” or similar refer to Panasonic Avionics Corporation.
- “**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 Airline**” means the airline on which you are traveling when using the Service.
- “**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](#). 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 atswiss@panasonicavionics.zendesk.com. We understand that if you are having payment issues with the Service during a flight 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 aboard the aircraft. The Service uses satellite communications to connect to the aircraft 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 on an aircraft, 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, limits may be placed on the ability to access or use certain applications and services, including 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 Airline or as required by applicable law.

The Service is generally available for use when an aircraft is in flight except when the Service is down for maintenance, updates or upgrades. In some cases, the Service is only available when a flight is above a certain altitude. Availability of the Service is always at the discretion of Host Airline and an aircraft's 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 an aircraft is in that country's airspace.

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 altitude, weather, flight path, 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 Airline. 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 Airline 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 Airline, you may also be requested to provide a frequent flyer or membership number or similar 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 swiss@panasonicavionics.zendesk.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 Airline 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 an aircraft, the country of registration of an aircraft, 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 or over certain countries or at the request of the Host Airline 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 Airline 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.

“Panasonic,” the Panasonic 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 DMCA 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:

- Panasonic Avionics Corporation
- 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 swiss@panasonicavionics.zendesk.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 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 AIRLINE, OUR service providers AND OUR LICENSORS (COLLECTIVELY, and together with their respective directors, officers, employees, contractors and agents, the "Panasonic 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 PANASONIC 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 PANASONIC 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 PANASONIC PARTIES FROM ANY AND ALL SUCH CLAIMS BASED ON THE CONDUCT AND CONTENT OF THIRD PARTIES.

THE PANASONIC 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 PANASONIC 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 RENDERS 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 PANASONIC 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 PANASONIC 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 PANASONIC 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: Panasonic Avionics Corporation, located at 26200 Enterprise Way, 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 swiss@panasonicavionics.zendesk.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 PANASONIC 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 Panasonic Avionics Corporation.

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 swiss@panasonicavionics.zendesk.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 Panasonic Avionics Corporation, 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 swiss@panasonicavionics.zendesk.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 Panasonic 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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Privacy Policy

We respect the importance of your personal information. This privacy policy (“Privacy Policy”) applies to your personal information that we collect through or in connection with the operation of the in-flight 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.

In this Privacy Policy, “we,” “us” or “our” means Panasonic Avionics Corporation, a Delaware USA corporation based in California USA and or “your” means a person who accesses or uses the Service (other capitalized terms used in this Privacy Policy but not defined here have the meaning provided in the Terms of Service (the “**Terms**”)).

Safe Harbor (for EU Residents).

Consistent with our commitment to protect personal privacy, we declare that we adhere to the Safe Harbor Principles embodied in the Safe Harbor Agreement concerning the transfer of personal data from the European Union (EU) to the United States of America effective November 1, 2000. If you are a EU resident, these [Safe Harbor Principles](#) apply.

What Categories Of Personal Information Do We Collect?

We collect information in order to provide the Services. Examples of the types of information we collect include:

- **Personal Information.** Personal Information (or PII) is information that you provide to us that identifies you, for example, your name, address, email, telephone number, etc., or that can be used to identify you. Personal Information does not include information that is about you but from which you could not reasonably be identified. For purposes of this Privacy Policy, Personal Information does not include any personally identifiable data that you otherwise Transmit using the Service.
- **Sensitive Personal Information (for EU residents).** Sensitive Personal Information is Personal Information that reveals race, ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, or that concerns health or sexual activity. For purposes of this Privacy Policy, we will treat any Sensitive Personal Information received from a third party as required by the Safe Harbor Principles.

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- **Contact Information.** Contact Information is your name, email address and any other contact information that you provide us with in connection with creating or updating your Account.
- **Payment Information.** Payment Information is the credit card, debit card or related banking information you provide us with to pay for the Service.
- **Network and Device Information.** We may collect information about your mobile device and information that is necessary to provide you with the Service, such as a session ID token, source and destination addressing information, IP address, MAC address, the software you are using and related device and network information.
- **Feedback Information.** You may volunteer, or we may ask for, information on your experience using the Service. At no time are you obliged to provide such information. Feedback Information includes comments, complaints, requests, suggestions or feedback sent by you to us regarding the Service.
- **User Data.** User Data is all information and data that is not Personal Information that you access, send or receive when using the Service. User Data includes web browsing activity.
- **Location Data.** We may collect data regarding your location while you are using the Service (more specifically, the location of the mobile device that is accessing the Service).

Persons under 18 Years of Age.

The Service is not directed towards persons under 18 years of age and we do not intentionally or knowingly collect Personal Information from persons under 18 years of age. If you allow a person under 18 years of age to use the Service, you should be aware that their Personal Information could be collected as described in this Privacy Policy and any Personal Information associated with his/her use will be treated as your own information under this Privacy Policy. Alternatively, you may contact us to have such PII deleted.

Parents/guardians should monitor their children's use of the Service, including internet browsing and downloaded applications, to ensure that no information is being collected from their child without parental permission and that inappropriate Content is not being shared or accessed.

How Do We Collect Information?

We may collect information about you in a number of different ways, including:

- what you provide to us.
- from communications between you and us.
- from public sources.
- automatically in connection with your use of your mobile device and the Service.
- from our service providers, including our roaming partners.

Collection of certain information is essential to the operation of the Service. Except where we are not required to do so under applicable law, we will obtain your consent before we collect other personal information.

How Do We Use This Information?

We may use the following information as described below:

- **Your Personal Information.** We do not sell your Personal Information to third parties. Your Personal Information is only used and disclosed in connection with the operation of the Service, including to process payments, verify your identity, answer questions about your Account, troubleshoot problems, customize, measure and improve the Service, inform you about updates and changes to the Service, seek feedback, compare information for accuracy and enforce the Terms. We may share your Personal Information with the Host Airline and we and/or the Host Airline may use your Personal Information to personalize services and offers provided to you and for internal purposes, such as auditing, data analysis and research to improve services, customer communications and content.
When you use the Service, you give us your informed consent to collect, use and disclose your Personal Information in accordance with this Privacy Policy. Except where we are not required to do so under applicable law, we will notify you and obtain your consent before we disclose or use your Personal Information in any other way.
- **User Data.** User Data that is associated with your Personal Information is only used and disclosed in connection with the operation of the Service, including to troubleshoot problems, customize, seek feedback, data analysis and research to measure and improve the Service, customer communications and content and enforce the Terms. User Data associated with your Personal Information will not otherwise be shared with third parties. User Data that is not associated with your Personal Information is treated as De-Personalized Information, see below.
- **Contact Information.** Contact Information is used to to verify, process and charge for the Service and contact you regarding the Service. Contact Information is shared with our service providers, such as payment processors, as necessary to operate the Service.
- **Payment Information.** Payment Information is used to confirm your identity and verify, process and charge for the Service. Payment Information is shared with our service providers, such as payment processors, as necessary to operate the Service.
- **Network and Device Information.** Network and Device Information is used and disclosed in connection with the operation of the Service, including to troubleshoot problems, customize, and data analysis and research to measure and improve the Service and enforce the Terms.
- **Feedback Information.** We may use Feedback Information in any manner and for any purpose without any obligation to account for such use or to compensate you for it. We reserve the right to utilize Feedback Information, on an anonymous

basis, for marketing purposes, for instance by displaying selected comments on the Site, marketing materials or in other communications. We will not disclose any personally identifiable feedback information to third parties (other than third parties who are involved in providing the Service where such feedback relates to those providers) without your consent.

- **Passive Information.** Passive Information is automatically generated. We only use Passive Information, on an aggregated basis, to provide you with better service or for statistical information.
- **Location Data.** We may use information about your location to provide the Service or to customize Content presented to you. We also use location data to troubleshoot problems, customize, seek feedback, data analysis and research to measure and improve the Service, customer communications and content and enforce the Terms
- **De-Personalized Information.** We may collect information of any type, including User Data, anonymize that information, and use alone or with similar anonymized information obtained from other individuals (“De-Personalized Information”). No personally identifying information will be included in any De-Personalized Information. We may disclose De-Personalized Information to any third party and use it for any purpose we deem appropriate in our sole discretion.
- **Other Parties’ Ability to Collect Personal Information.** We do not authorize any third parties to collect PII about a User’s activities over time and across different sites when a User uses the Service.

You agree that we can, subject to applicable law, use your Personal Information to operate the Service (including sharing your Personal Information with the Host Airline and our service providers and/or agents, for example the third party banking organization or other providers of payment services and roaming partners you may use), conduct analysis and research; comply with legal requirements; prevent fraud or misuse of the Service; protect our rights or property or the safety of you or others; and send you communications regarding the Service. We may also disclose Personal Information if we believe in good faith that we are required to do so by law, or that doing so is necessary to comply with legal process, respond to requests from law enforcement or governmental agencies, respond to claims or to protect our rights.

Your Personal Information may be stored and processed in any country in which we or our affiliates or service providers maintain facilities. We reserve the right to transfer and store your Personal Information outside the country in which you reside. As we continue to develop our business, we might sell or buy subsidiaries or business units. In such transactions, as well as in the event we or substantially all of our assets are acquired by a third party, your Personal Information and User Data will generally be one of the transferred business assets. We reserve the right to include your Personal Information and User Data, collected as assets, in any such transfer to a third party. Additionally, your Personal Information and User Data could be disclosed as part of a bankruptcy involving us.

Can I obtain a copy of my Personal Information?

If you are a Subscriber, in most cases the Personal Information we have of yours will appear in your Account. To the extent required by applicable law, we will share other data we have about you. In the U.S., we are not generally required to release any records that are created and retained as part of the Service that are not Personal Information without a subpoena (unless otherwise required by law).

Can I correct my Personal Information?

If you are a Subscriber, in most cases, you can correct your Personal Information from your Account. If you are a User and there is any Personal Information of yours that is inaccurate, incomplete or out-of-date that you cannot correct, please contact us atswiss@panasonicavionics.zendesk.com so that we can correct it.

Can I remove some or all of my Personal Information?

If you are a User, upon request, we will remove your Personal Information to the extent required under applicable law. However, the Service cannot operate without certain Personal Information and removal of such Personal Information may result in the termination of your Account or inability to access and use the Service.

What Categories Of Third Parties Do We Share Your Personal Information?

The categories of third parties with whom we may share your Personal Information, depending on the situation, include the Host Airline, our service providers and our roaming partners that you use.

Consent For Electronic Communications.

We use Contact Information to communicate with you regarding the Service. By providing Contact Information, you consent to receive such communications at such e-mail address and/or telephone number.

What Are Cookies And How Do We Use Them?

Cookies are pieces of information that we transfer to your computer or mobile device through a browser. Cookies we use do not contain any personally identifying information. We use Cookies to collect and store certain information about your Account. We may use both session Cookies (which expire when you close your web browser) and persistent Cookies (which stay on your device until you delete them).

We use cookies so that we can identify the mobile device being used and to reestablish service (auto-log-in). Cookies also enable us to gain information about your use of the Service and to enhance it to meet your preferences. These cookies persist until you delete them. We do not use web beacons. The Help option on the toolbar of most browsers will tell you how to prevent or limit the browser from accepting cookies, how to

have the browser notify you when you receive a cookie, or how to disable cookies altogether.

You may access third party websites, online services or applications using the Service. The use of cookies, web beacons or similar technologies on such other websites, online services or applications is subject to any applicable privacy policies that they may have, not this Privacy Policy.

How We Treat “Do Not Track” Or Similar Signals.

Some browsers provide you with “do not track” options. Because there is not yet a common understanding of how to interpret the “do not track” signal, we do not currently respond to the browser “do not track” signals when you use the Service or interact with the Site.

How Your Personal Information Is Protected.

We take physical, organizational and technical measures to protect the Personal Information you provide to us. We cannot guarantee the absolute security of our database, nor can we guarantee that any information supplied will not be intercepted while being transmitted over wireless networks or the Internet. An important aspect of protecting your Personal Information is the strength and security of your password. If you believe your password might have been compromised, change it immediately.

How Long Is Personal Information Kept?

We will retain your Personal Information for as long as is necessary to operate the Service; maintain records until they cannot be lawfully challenged and legal proceedings may no longer be pursued or as needed to operate the business; carry out marketing activities; comply with applicable law, regulatory requests and relevant orders from government authorities; and enforce or fulfill any of the other purposes detailed in, the Terms.

For California Residents: Your California Privacy Rights.

California Civil Code Section 1798 entitles California customers to request information concerning whether a business has disclosed Personal Information to any third parties for the third parties’ direct marketing purposes. As stated in this Privacy Policy, we will not sell or share your Personal Information with non-affiliated companies, other than the Host Airline, for their direct marketing purposes without your consent. California customers who wish to request further information about our compliance with this law or have questions or concerns about our privacy practices and policies may contact us as specified in the “How Can We Be Contacted” section below.

Can This Privacy Policy Be Modified?

We reserve the right to modify this Privacy Policy at any time. Use of the Service after we have published a modified Privacy Policy on the Site constitutes acceptance of such modified Privacy Policy.

How We Notify You Of Modifications.

We will publish the modified Privacy Policy on the Site. The modified Privacy Policy becomes effective upon publishing. If the modifications are material, we will provide more prominent notice as appropriate under the circumstances (for example, for a period of time following publication the icon or link to the Privacy Policy may be highlighted or include the word such as “modified,” “revised,” “updated” or similar).

How Can We Be Contacted?

By mail at: Panasonic Avionics Corporation, Attn: Legal Department-WISP Privacy, 26200 Enterprise Way, Lake Forest, CA 92630 USA or by email atswiss@panasonicavionics.zendesk.com .

Safe Harbor Principles (for EU Residents)

Consistent with our commitment to protect personal privacy, we declare that we adhere to the Safe Harbor Principles embodied in the Safe Harbor Agreement concerning the transfer of personal data from the European Union (EU) to the United States of America effective November 1, 2000. The U.S. Department of Commerce and the European Commission have agreed on the Safe Harbor Principles and related materials to enable U.S. companies to satisfy EU legal requirements for adequate protection of Personal Information transferred from the EU to the United States (www.export.gov/safeharbor/). The provisions of this Safe Harbor section apply to EU residents. If there is a conflict between the other provisions of this Privacy Policy and the Safe Harbor Principles, the Safe Harbor Principles will govern.

Safe Harbor Privacy Principles

The usage of Personal Information conforms to the following Safe Harbor Privacy Principles as stated below under the heading of each principle.

Notice and Choice

To the extent permitted by the Safe Harbor Principles, we reserve the right to process Personal Information in the course of providing the Service to Users without the knowledge of the entities or individuals involved. If and when we collect Personal Information directly from individuals residing in the EU, we will inform them about the types of Personal Information we collect from them, the purposes for which we collect and use it and the types of non-agent third parties to which we disclose that information.

We will also inform those individuals about the choices and means, if any, that we offer to limit the use or disclosure of their information.

Where we receive Personal Information from our subsidiaries, affiliates or other entities in the EU, we will use and disclose such information in accordance with the notices provided by such entities and the choices made by the individuals to whom such Personal Information relates.

To the extent permitted by law, we will offer individuals the opportunity to choose (opt-out) whether their Personal Information is: (a) to be disclosed to a non-agent third party; or (b) to be used for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual.

For Sensitive Personal Information, we will give individuals the opportunity to affirmatively and explicitly (opt-in) consent to the disclosure of the information to a non-agent third party or the use of the information for a purpose other than the purpose for which it was originally collected or subsequently authorized by the individual.

We will provide individuals with reasonable mechanisms to exercise their choices.

Disclosures and Onward Transfers

We have identified a privacy administrator who is responsible for training employees regarding the appropriate use of Personal Information and conducting regular self-assessment reviews to ensure full compliance with the Safe Harbor Principles. We will not disclose an individual's Personal Information to third parties, except when one or more of the following conditions is true:

- we have the individual's permission to make the disclosure;
- the disclosure is required by statute, government regulation or case law that creates explicit authorizations, provided that, in exercising any such authorization, we can demonstrate that its non-compliance with the Principles is limited to the extent necessary to meet the overriding legitimate interests furthered by such authorization;
- the disclosure is required to meet national security, public interest, or law enforcement requirements;
- the disclosure is reasonably related to the sale or disposition of all or part of our business;
- the information in question is publicly available;
- the disclosure is reasonably necessary for the establishment or defense of legal claims; or
- the disclosure is to one of our related entities or to persons or entities providing services on our or the individual's behalf (each, a "transferee"), consistent with the purpose for which the information was obtained, if the transferee, with respect to the information in question:
 - is subject to laws providing an adequate level of privacy protection;

- has agreed in writing to provide an adequate level of privacy protection; or
- subscribes to the Safe Harbor Principles.

Permitted transfers of information, whether to third parties or within our organization, include the transfer of data from one jurisdiction to another, including transfers to and from the United States.

Data Security

To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use and confidentiality of information, either for our own purposes or on behalf of our clients, customers and business partners, we have put in place and enforce appropriate physical, electronic, and administrative procedures to safeguard and secure the information that we process. However, we cannot guarantee the security of information on, or transmitted via, the Internet.

Data Integrity

We process Personal Information only in ways that are compatible with the purpose(s) for which it was collected or subsequently authorized by the individual. To the extent necessary for such purposes, we take reasonable steps to make sure that Personal Information is accurate, complete, current and otherwise reliable for its intended use.

Access and Correction

Upon request, individuals will be permitted to access any Personal Information we receive within a reasonable time period except in the circumstances as described below. If an individual becomes aware that Personal Information we maintain about that individual is inaccurate, or if an individual would like to update or review that individual's Personal Information, the individual may contact us using the contact information in the Privacy Policy. In every case, we will take reasonable steps to permit individuals to correct, amend, or delete Personal Information that is demonstrated to be inaccurate. The individual seeking to access or amend such Personal Information will need to provide sufficient identifying information, such as name, address, billing statement, account user name, email address or other identifiers. We may request additional identifying information as a security precaution, including seeking assistance from a partner service provider to confirm an individual's identity.

We may limit or deny access to Personal Information where the burden and expense of providing such access would be disproportionate to the risks to the individual's privacy in the case in question, where the legitimate rights of persons other than the individual would be violated, or as otherwise permitted by the Safe Harbor Agreement. In some circumstances, we may charge a reasonable fee, where warranted, for access to Personal Information.

Enforcement and Dispute Resolution

We utilize a self-assessment approach to verify our compliance with this Privacy Policy. We periodically verify that this Privacy Policy is accurate, comprehensive for the information intended to be covered, prominently displayed, completely implemented, accessible and in conformity with the Safe Harbor Principles. We retain a signed statement verifying our self-assessment and it will be made available upon request by individuals in the context of an investigation or complaint about non-compliance with this Privacy Policy.

We encourage interested persons to first raise any concerns about our implementation of this Privacy Policy using the contact information below. We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of Personal Information in accordance with the principles contained in this Privacy Policy.

Any claim arising out of or relating to our adherence to the Safe Harbor Principles, or the breach thereof, that cannot be resolved through our internal processes, will be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable commercial rules. Any arbitrator will be either an attorney or retired judge having significant and recognized experience with, and knowledge of, privacy issues and information technology. The arbitration panel will apply California law, without regard to its conflict of laws principles, as well as the Safe Harbor Enforcement Principles issued by the U.S. Department of Commerce. In addition, the exclusive location for such arbitration will be Orange County, California. All decisions of the arbitration panel will be final and binding on the parties, which waive any right to appeal the arbitration award further, to the extent an appeal may be lawfully waived. We are also subject to the jurisdiction of the U.S. Federal Trade Commission and other U.S. and foreign government agencies.

Changes

We may change this Privacy Policy from time to time, consistent with the requirements of the Safe Harbor Principles or the United States Department of Commerce. We will post any revised privacy policy in our relevant work places, train relevant employees about such changes and how to comply with them, and will publish any amended privacy policy on the Site.

Information Subject To Other Policies Or Standards

We are committed to following the Safe Harbor Principles for all Personal Information within the scope of the Safe Harbor Agreement. Certain Personal Information, however, is subject to our policies that may differ in some respects from the provisions of this Privacy Policy. Personal Information subject to such additional policies includes Personal Information obtained from or relating to a customer airline or business partner that is subject to the terms of any privacy notice or agreement with such customer or business partner, as well as any applicable laws.

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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 swiss@panasonicavionics.zendesk.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 swiss@panasonicavionics.zendesk.com. Responses to emails will be provided as soon as possible.

Time-based Passes.

- If you are purchasing an hourly or duration of flight pass, the pass is valid for that period only. 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. A MB-based pass is valid for the duration of flight unless indicated otherwise

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 swiss@panasonicavionics.zendesk.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 if your 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 swiss@panasonicavionics.zendesk.com.
- 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 if your 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 swiss@panasonicavionics.zendesk.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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