

END USER AGREEMENT

1. Introduction and Scope

Your airline has worked with SITAONAIR to give you access to Internet ONAIR (“Internet ONAIR”), which allows you to access the internet as set out below. It is owned by and operated by or on behalf of SITAONAIR (“SITAONAIR/we/us/our”).

The terms and conditions set out in this document, together with the Data Protection and Privacy Policy and the Cookie Policy below (together, “Terms”), apply to your use of Internet ONAIR. They apply regardless of the airline on which you are travelling.

Please read these Terms carefully. Your agreement to them is demonstrated by your acceptance of them via the Internet ONAIR registration pages. Please note that these Terms do not affect any statutory rights you may have as a consumer.

If you have any questions regarding Internet ONAIR or these Terms, or in the unlikely event that you have any complaints about Internet ONAIR, you can contact us at the address below. Such enquiries or complaints must be received within one month of the flight on which Internet ONAIR was used.

SITAONAIR
Customer Service
PO Box 42
1216 Geneva-Cointrin
Switzerland
Telephone: +41 31 528 0423

www.sitaonair.aero
cs@sitaonair.aero

2. About Internet ONAIR

SITAONAIR provides communication services during flights, ranging from mobile telephony to Internet access.

This Internet ONAIR product allows you to access the Internet from your personal laptop, tablet or Wi-Fi-enabled smartphone. Assuming appropriate compatibility, users are able to use a variety of Internet-enabled software applications on their electronic devices to connect to the ground, including most virtual private network (IPSec and SSL VPN) clients, email clients, instant messaging (IM clients), and web browsers.

While you can use Internet ONAIR with any web browser, using the newest version from one of the following supported web browsers should optimise your experience:

- MS Internet Explorer
- Firefox
- Safari
- Google Chrome

You can connect via a wireless (onboard Wi-Fi standard 802.11) or wired (RJ45 Ethernet) connection, depending on the configuration of the onboard network and the aircraft hardware.

For a flat fee, you can purchase a pre-paid Internet ONAIR access plan. Fees, together with the terms and validity of the available plans are specified on the Internet ONAIR registration pages. Your agreement to the relevant fees, and to the terms and validity of the plan you have chosen, is demonstrated by your acceptance of them via the registration pages.

An update of your current charges and plan status is displayed on the home page and is available throughout the session.

If you are using a promotional discount, any applicable discount will be deducted from the cost of service at the time of purchase.

3. Copyright and Trademark Notices

SITAONAIR is the owner or the licensee of all intellectual property rights in the Internet ONAIR application. This application and all associated services are protected by copyright laws and other intellectual property laws and treaties around the world. All such rights are reserved.

SITAONAIR is a registered trademark of SITAONAIR. Other product and company names mentioned herein may be the trademarks of their respective owners. Images on this site are incorporated for viewing purposes only and may not be saved or downloaded in any format.

4. Conditions of Use

You may use Internet ONAIR for your personal use. As a condition of your use of Internet ONAIR, you agree that you will not use Internet ONAIR for any purpose that is unlawful or that prohibited by these Terms.

In particular you agree not to:

- impersonate any person or entity;
- abuse or harass any person or violate legal rights of others;
- publish, distribute or disseminate inappropriate, defamatory, obscene, or unlawful material or information;
- express or imply that any statements you make are endorsed by SITAONAIR without our specific prior written consent;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of Internet ONAIR or their contents;
- post, distribute, disseminate, or reproduce in any way any copyrighted material, trademarks, trade secrets or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
- remove or amend any copyright, trademark, or other proprietary rights notices contained in Internet ONAIR;

- take any action that imposes an unreasonable or disproportionately large load on Internet ONAIR or related infrastructure;
- interfere with or disrupt Internet ONAIR or the servers or networks connected to Internet ONAIR;
- post, email, upload, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- seek in any way to imitate or replicate material belonging to SITAONAIR or to the airline on which you are travelling or to bring either SITAONAIR's name or the airline's name into disrepute;
- or violate any applicable laws or regulations.

SITAONAIR may monitor the traffic and content and may disclose any information necessary to satisfy any legal process or governmental request and for the purposes of filtering content as described below.

In order to ensure appropriate onboard use of World Wide Web browsing, SITAONAIR may block web content according to a set of pre-defined categories, including, but not limited to:

- Violence (depiction and promotion)
- Arms and the trade in arms
- Drugs/drug culture
- Nudity, nude pictures and lifestyle
- Adult material
- Sexual acts, pornography
- Sites of a militant/extremist nature
- Sites offering pirated/illegal material for download
- Other sites or content blocked at the request of the airline

5. Data Protection and Privacy and Cookie Policy

Your attention is drawn specifically to SITAONAIR's Data Protection and Privacy Policy and SITAONAIR's Cookie Policy, which are set out at the end of this User Agreement.

6. Changes to This Application

SITAONAIR may make improvements or changes to the information, services, and other materials on Internet ONAIR. We may also modify these Terms at any time. As a result, the terms applicable on any subsequent use of Internet ONAIR may vary from those applicable in this instance.

7. Links to Other Web Sites

Internet ONAIR may include links to other Internet sites. We do not endorse any such links or websites, and we are not responsible for the information, material, products, or services contained on or accessible through those links or websites. Your access and use of such links or websites remains solely at your own risk.

8. Third-Party Products and Services and Non-SITAONAIR Content

You may access third party products and services through Internet ONAIR. Except for Internet ONAIR, we do not control, operate, or endorse any information, products, or services.

You should carefully review the privacy policies and other conditions of use before accessing, using, or transacting business on third party applications.

SITAONAIR does not represent or endorse the accuracy or reliability of any content posted through Internet ONAIR by you or third parties. Any content posted through Internet ONAIR by third parties is the view of the parties posting the statements, and does not represent the views of SITAONAIR.

9. Internet OnAir Availability

While SITAONAIR endeavours to ensure that Internet ONAIR is normally available (while the aircraft is in cruise phase) during your flight, we do not guarantee that it will be uninterrupted or error free during the course of your flight. Use of Internet ONAIR is subject to regulatory approval in the airspace above each over-flight country and, depending on the particular flight path, there may therefore be some temporary suspension. Access to Internet ONAIR may also be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control; however, we will make reasonable attempts to ensure you are made aware of any system interruptions.

You acknowledge that Internet ONAIR uses evolving technology in an airborne environment and may be subject to unauthorized interception, and are not inherently secure. Additionally, a laptop computer, mobile telephone, personal electronic device or other device using wireless connections may be more vulnerable to unauthorized attempts to access data and software stored on the device. We therefore cannot guarantee the privacy of your data and communications while using Internet ONAIR. Any and all data that you transfer using Internet ONAIR is transferred at your own risk. For your protection, your credit card or other payment card information, as well as any personal information that is sent by us from the aircraft to the ground is encrypted using secure socket layer ("SSL") technology which attempts to prevent unauthorized persons from reading that information. SSL technology is the standard for data encryption and server-side authentication for secure Web-based transactions (such as e-commerce).

You therefore agree to use Internet ONAIR at your own risk. SITAONAIR and the airline on which you are travelling provides no guarantee as to security or availability of service.

10. Disclaimer of Warranty

To the maximum extent permitted by applicable law, SITAONAIR disclaims all warranties, representations, terms, and conditions with regard to the information, services, and materials contained on Internet ONAIR, including any implied warranties of suitable quality or fitness for a particular purpose. Subject to applicable law, all such information, services, and materials are provided "as is" and "as available" without any warranty of any kind.

11. Limitation of Liability

In no event will SITAONAIR or the airline on which you are travelling be liable for any loss of profit or revenue or for any indirect, special, exemplary, or consequential losses or damages whatsoever arising out of access to, or the use of, this Application or any information contained in it, in all cases whether or not in the contemplation of the parties, and whether based on breach of contract, tort (including negligence), product liability, or otherwise, even if advised of the possibility of such damages.

The total liability of SITAONAIR arising under these Terms shall be limited to the amount actually paid to SITAONAIR by you for Internet ONAIR for the plan used.

Notwithstanding the above, nothing in these Terms shall exclude or limit the liability of SITAONAIR for death or personal injury caused by negligence, for fraudulent misrepresentation, or for any other liability which cannot be excluded or limited under applicable law.

12. Indemnification

You agree to indemnify, defend, and hold us harmless from any liability, loss, claim, and expense (including reasonable legal fees) arising from your breach of these Terms.

13. Assignment

You may not assign or otherwise transfer any rights, duties, or obligations under these Terms to any person or entity, in whole or in part, and any attempt to do so shall be void. SITAONAIR may assign these Terms at any time without notice to you.

14. Severance

If any of these Terms are determined to be illegal, invalid, or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid, or unenforceable, it shall be severed and deleted from these Terms, and the remaining terms shall survive, remain in full force and effect, and continue to be binding and enforceable.

15. Entire Agreement

These Terms and the Internet ONAIR registration pages contain the entire agreement between you and SITAONAIR regarding the use of Internet ONAIR.

16. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of England and Wales.

SITAONAIR DATA PROTECTION AND PRIVACY POLICY

1. SCOPE OF THIS POLICY

SITAONAIR respects your privacy. This Data Protection and Privacy Policy explains how the personal information you provide us when purchasing an Internet ONAIR session is processed, stored, secured, and used when you register or use SITAONAIR's product known as "Internet ONAIR".

This Data Protection and Privacy Policy sets out what types of personal information we collect about you through Internet ONAIR, how we collect that information, and what do we do with it, including with whom we share it.

2. CONSENT

By accessing or using Internet ONAIR, you hereby consent to the processing, collection, use, and storage of your personal information in accordance with this Data Protection and Privacy Policy. Your data will be stored by SITAONAIR in the Netherlands at the operating centers of SITAONAIR.

Your use of Internet ONAIR is subject to your agreement to this Data Protection and Privacy Policy. Your agreement to this Data Protection and Privacy Policy is demonstrated by your acceptance of it via the Internet ONAIR registration pages.

3. INFORMATION COLLECTED

In order to provide you the best service while respecting your privacy, SITAONAIR may collect and store information that will help us personalize our inflight services. Section 5 sets out how we may use the information we collect.

SITAONAIR collects two types of data: personally identifiable information and aggregate data.

Personally identifiable information is any information (by itself or collectively with other data) that can be linked to a specific individual such as name, address, and email address. Aggregate data is data which has been made anonymous so that a specific individual cannot be identified.

In accordance with data privacy guidelines applicable to OnAir, as well as security best practices for e-commerce sites, SITAONAIR utilizes Secured Socket Layer (SSL) to protect any and all personally identifiable information submitted via a browser.

SITAONAIR may hold your name, email address, and other registration information in order to provide you with Internet ONAIR. If you pay for Internet ONAIR by credit card, we will ask you to provide credit card information. We will store your credit card details (excluding your 3 or 4 digit card verification number), either in the United States or in

Switzerland, for as long as we need to complete the transaction, comply with any legal, regulatory, or security requirements, or to resolve any disputes.

We may also collect information about your travel such as destination and airline or any other travel related data. If this information is collected, it is used only to provide customer support in the case such support is required.

4. USER NAME AND PASSWORDS

Each time you log on to Internet ONAIR you will be asked to provide a user name and password.

If you don't log on to Internet ONAIR for at least six (6) or more months, you hereby agree that SITAONAIR may permanently delete your account and all the data associated with it.

5. USE OF DATA COLLECTED AND THIRD PARTIES

SITAONAIR complies with applicable privacy and data protection laws of relevant jurisdictions. We use the information you provide us for the purpose of responding to and fulfilling your requests for Internet ONAIR.

We also collect and store your account access information such as your user name and password, only in order to complete transactions you have requested and for billing purposes.

SITAONAIR does not sell, rent, or otherwise share personally identifiable information with third parties except in the following circumstances:

- Where it is necessary to complete a transaction you have requested;
- Where we are required by applicable law or pursuant to a court or similar order;
- To assist in an investigation or customer complaint requiring resolution by the airline on which you are travelling;
- To allow that airline to understand better the nature and quality of the provision by SITAONAIR of Internet ONAIR and to use such information in the context of its overall passenger relationship management;
- To personalize your Internet ONAIR experience, which may include matching and serving targeted advertisements;
- Where you agree to receive communications from third parties whom SITAONAIR has carefully selected;

As deemed necessary to protect the legal rights or the property of the airline or SITAONAIR, to protect other users of Internet ONAIR or any third party, to operate Internet ONAIR properly, or to prevent personal injury or loss; and

In the event SITAONAIR is required to transfer personally identifiable information to a third party as part of a sale, merger, assignment, joint venture, or other transfer or disposition of a portion or all the assets or stock of SITAONAIR or of any affiliated entities.

In order to be able to offer Free Wi-Fi to you, SITAONAIR works with carefully selected sponsors. By signing up to Free Wi-Fi, you agree that we may share your information,

including personally identifiable information with those sponsors. By accessing the Free Wi-Fi, you agree that sponsors may contact you.

Any personally identifiable information kept by SITAONAIR can be accessed by the passenger in accordance with Section 11 below.

6. INTERNATIONAL TRANSFERS

Given the nature of our business, please be aware that the information you provide to us may be stored in and transferred to countries that offer varied levels of data protection. BY AGREEING TO THIS DATA PROTECTION AND PRIVACY POLICY AND USING INTERNET ONAIR, YOU ARE CONSENTING TO THE TRANSFER TO, AND USE OF YOUR PERSONAL INFORMATION IN, THE COUNTRIES MENTIONED IN SECTION 2 ABOVE, FOR THE PURPOSES OF COMPLETING TRANSACTION(S) INVOLVING YOUR USE OF INTERNET ONAIR.

7. PROTECTION AND SECURITY OF PERSONAL DATA

Your personal registration information is protected by your inflight user ID and password, so that others cannot access it. You should keep your user ID and password secret and avoid writing it down or storing it on your computer. When you have finished a session, always remember to close all windows (applications), including the Internet ONAIR Status page.

SITAONAIR uses all reasonable endeavours to ensure, as far as possible, the security of the information it collects. Hence, for inflight services, a server is installed onboard the aircraft with security features designed to protect your information. External access to this server is protected by advanced firewall technology designed to block and filter traffic passing through it.

In addition, SITAONAIR uses encryption technology such as Secured Socket Layer protocol to protect your personal and sensitive information to transfer and store on the aircraft server. SITAONAIR uses the highest precautions during transmission of data to the ground. All data is encrypted in the air and on the ground.

8. THIRD PARTY SITES

Links may be provided to third party websites that do not operate under the Data Protection and Privacy Policy of SITAONAIR. SITAONAIR is not responsible for the content or data collection practices of such third party sites. We recommend you review and understand the privacy policies of such third party sites before providing them with your information.

9. PUBLIC FORUMS

This Data Protection and Privacy Policy does not cover any information you post in any public forums such as chat rooms and message boards, as we cannot control how third parties use the personal information you share in such forums.

10. REVISIONS

SITAONAIR reserves the right, at its sole discretion, to modify this Data Protection and Privacy Policy at any time. Such modifications shall be effective upon posting of the modified Data Protection and Privacy Policy on or by link from the Internet ONAIR Homepage.

11. CONTACT

If you believe that SITAONAIR has failed to adhere to this Data Protection and Privacy Policy or want to get additional information on its meaning and content, contact us electronically or via postal mail at the addresses provided below.

SITAONAIR will use reasonable efforts to promptly determine and remedy the problem.

You may obtain a copy of the Personal Information collected by SITAONAIR in relation to your use of Internet ONAIR by contacting SITAONAIR as per below.

SITAONAIR
Customer Service
PO Box 42
1216 Geneva-Cointrin
Switzerland
Telephone: +41 31 528 0423

www.sitaonair.aero cs@sitonair.aero

IMPORTANT REMINDER:

“The use of this service is governed by the Terms and Conditions of the Internet ONAIR service provided by our partner SITAONAIR, a copy of which is attached herein for reference” or similar; and note as well somewhere that the T&Cs may change from time to time.”