



## Viasat Inc. Acceptable Use Policy

**THIS POLICY STATES IMPORTANT REQUIREMENTS REGARDING YOUR USE OF VIASAT'S SERVICES AS WELL AS YOUR RELATIONSHIP WITH VIASAT. PLEASE READ THIS POLICY CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OURS. IF YOU DO NOT AGREE TO COMPLY WITH THIS POLICY, YOU MAY NOT USE VIASAT'S SERVICES AND YOU MUST TERMINATE YOUR SERVICES IMMEDIATELY.**

### Introduction

It is Viasat's intent to provide our customers with excellent Internet and Voice over Internet Protocol ("VoIP") and related services through satellite technology. In order to accomplish this objective, we have adopted this Acceptable Use Policy (the "**Policy**"). This Policy outlines the acceptable uses of Viasat residential internet service, Viasat business internet service, Viasat mobility service, Viasat enterprise service and Viasat Voice service (collectively, the "**Services**") including through all Viasat subsidiaries and affiliates.

Viasat may revise this Policy from time to time and make changes for valid reasons such as updates in the services, changes in the regulation, economic reasons, business decisions by posting an updated version of this document on [viasat.com/legal](http://viasat.com/legal) or any successor websites, or on any forum you use to connect to the Service. All revised versions of this Policy are effective immediately upon posting except if under the applicable regulation existing customers' acceptance of the changes made is required in order for those changes to apply. In the event of a conflict between any customer agreement or terms of service and this Policy, the terms of the applicable customer agreement or terms of service shall govern.

### Prohibited Uses and Activities

You agree not to use the Service(s), or any Viasat equipment, or allow others to use the Service(s) or equipment, to do any of the following:

- (i) undertake any unlawful, fraudulent, or criminal activities;
- (ii) violating any applicable local, state, federal law or industry accepted guidelines (including, but not limited to, any European Regulation for customers located in Europe);
- (iii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be offensive, indecent, pornographic, harassing, threatening, invasive of privacy, vulgar, hateful, defamatory, racially or ethnically offensive, or otherwise inappropriate, regardless of whether such information or material or its dissemination is unlawful;
- (iv) access any other person's computer or computer system, software, or data without his/her consent or attempt to circumvent the user authentication or security of any host, network, or account;
- (v) use or distribute tools designed or used for compromising security;
- (vi) access or collect data from the Service using automated means or attempt to access data that you do not have permission to access;
- (vii) upload viruses or malicious code;
- (viii) engage in unauthorized port scanning;
- (ix) interfere with the ability of any other person to use or enjoy the Services, or engage in activities designed to degrade, or have the effect of degrading, service to Viasat users or others;
- (x) transmit unsolicited bulk or commercial messages or "spam;"
- (xi) upload, post, publish, transmit, reproduce, create derivative works of, distribute, or engage in any activity that infringes upon, or assists others in infringing upon, the intellectual property rights (including rights granted by US copyright law or any other applicable copyright law) of any person or entity, including Viasat;
- (xii) run programs, equipment, or servers that provide network content or any other services to anyone outside of your local area network (also commonly referred to as public services or servers);

- (xiii) participate in the collection of personal information, responses from unsolicited messages or other identifiers of others (without their prior consent);
- (xiv) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, falsify, alter or remove any packet or message header (or any part thereof), including references to Viasat or the Viasat network in the header, list a Viasat IP address in any unsolicited bulk email message, or perform any other similar fraudulent activity;
- (xv) connect Viasat equipment to any computer or network device outside of your premises;
- (xvi) violate the rules, regulations, or policies applicable to any network, server, computer database, or website that you access;
- (xvii) damage the name or reputation of Viasat, its affiliates, or subsidiaries;
- (xviii) use any name or mark of Viasat, its affiliates, or subsidiaries in any manner not expressly authorized in writing by Viasat;
- (xix) operate a call-center service, telemarketing-center service, monitor service, intercom service, conference-bridge service, transcription service or other similar service;
- (xx) make mechanized voice calls, including, but not limited to, extensive call forwarding, the use of auto-dialers, the use of fax machines for fax blasting or fax broadcasting, or the use of voice programs for voice blasting;
- (xxi) upload streaming content (including music and video content) for resale, unless you are expressly permitted to do so through the terms of your contract with Viasat;
- (xxii) engage in autonomous or automated machine to machine communication, unless you are expressly permitted to do so through the terms of your contract with Viasat;
- (xxiii) engage in wireless backhaul services, unless you are expressly permitted to do so through the terms of your contract with Viasat;
- (xxiv) use the Service for any commercial, retail or enterprise business use, or allow the service to be used for a Wi-Fi hotspot, unless you are a subscriber to a Service plan that expressly permits otherwise;
- (xxv) engage in any action that circumvents or thwarts Viasat's enforcement of its network management practices described in Viasat's Network Management Policy or the data limits described in the data policy applicable to your Service; or
- (xxvi) if you subscribe to Viasat Voice Service, use the Voice Service to provide altered, deceptive, or false information about the identity of the sender or the origin of a message or phone call.

### **Electronic Mail**

Viasat does not store or save any emails, email accounts or instant messages. Viasat is not responsible for forwarding e-mail sent to any account that has been suspended or terminated. In the event that Viasat believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "Identifier") on the Service may be used for, or is being used for, any improper or illegal purpose, Viasat (i) reserves the right to block access to and prevent the use of any such Identifier and (ii) may at any time require any customer to change his or her Identifier. In addition, Viasat may at any time reserve any Identifier on the Service for Viasat's own purposes.

### **Network Usage Restrictions and Other Limitations**

You may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Service with a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits otherwise.

### **Internet Provisions**

Viasat does not endorse or in any way vouch for any content on or made available through the Service. Any content on or made available through the Service does not constitute or reflect the views or approval of Viasat or any of its directors, officers, employees, subsidiaries or affiliates.

Upon termination of your Service(s), Viasat is authorized to delete any files, programs, and data associated with your account (not applicable to Viasat's mobility services).

You acknowledge that content on or made available through the Service might consist of, include and/or provide access to images, sound, messages, text, services or other content and material that may be

unsuitable for minors and that may be objectionable to many adults. You acknowledge that Viasat is not responsible for any such content or material and agree that access to same through use of the Service is at your sole risk. The reliability, availability, legality, performance and other aspects of resources accessed through the Service are beyond Viasat's reasonable control. You acknowledge that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through it.

You agree that your use of the Service is at your sole risk. Viasat mobility service (such as Wi-Fi internet services offered on an aircraft, train, cruise line, yacht, etc.) is provided using a public internet connection and you should take all precautions for the security of your device and information. Because of the number of possible sources of information available through the Service, and the uncertainties of electronic distribution and WI-FI technology, there may be interruptions, delays, omissions, inaccuracies, or other problems with such information or the Service. If you rely on the Service or any material available through the Service, you do so at your own risk. To the maximum extent allowed by the applicable law, you understand that you are solely responsible for any damage caused by your use of the Service, including without limitation, damage to your computer system, loss of data, or other harm that results from any material and/or data downloaded from, transmitted by, or otherwise provided through or in connection with use of the Service.

### **Viasat Voice**

Viasat's Voice Service is a residential or business interconnected VoIP service. Voice Service is not available in all locations. Voice Service is designed to process and deliver voice service typical of a residential or business customer's calling patterns. It is Viasat's goal to deliver high-quality, reliable voice service at an affordable price. As a result, and in addition to the Prohibited Uses and Activities outlined above, Viasat will look for calling patterns that are indicative of unacceptable use or violations of this Policy once a customer reaches 3,000 minutes per month of VoIP usage. This amount of usage is significantly higher than customary usage and only a limited percentage of customers will reach this threshold.

When a Viasat Voice account reaches 3,000 minutes in a month, Viasat reserves the right to review calling traffic patterns and volumes to identify, among other things: (i) the relative portion of in-state, out-of-state, or international calling destinations; (ii) excessive calls to the same destination telephone number, indicative of an automated call-forwarding device; (iii) excessive inbound calls, or (iv) any other data or statistics indicative of a violation of this Policy. Viasat will not listen to the actual content of your Viasat Voice calls.

If Viasat's review reveals a violation of this Policy, Viasat reserves the right to immediately suspend or terminate your Services with or without notice.

### **Copyright Infringement**

Viasat is committed to complying with any applicable intellectual property rights (including, but not limited to, U.S. copyright) and related laws, and requires all customers and users of the Service to comply with these laws. In accordance with the Digital Millennium Copyright Act of 1998 (the "**DMCA**") and/or other applicable laws, it is Viasat's policy to reserve the right to terminate the Service(s) of any user who infringes upon the intellectual property rights of another, including repeat infringers, or who Viasat believes, in its sole discretion, is infringing upon such rights.

Owners of copyrighted works or works protected by other intellectual property rights, may report alleged infringements by sending Viasat's authorized agent a notification of claimed infringement.

Where applicable under US copyright laws owners may take advantage of certain provisions of the **DMCA** to report alleged infringements. Copyright owners may report alleged infringements of their works that are accessed through the Service by sending Viasat's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA, or copyright owners may submit a notification of claimed infringement to Viasat in a format that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act.

Upon Viasat's receipt of a satisfactory notice of claimed infringement, Viasat shall notify the user associated with the alleged infringement. If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter-notification to Viasat. Upon Viasat's receipt of a counter-notification that satisfies the requirements of DMCA, Viasat will provide a copy of the counter-notification to the person who sent the original notification

of claimed infringement and will follow the DMCA's procedures with respect to a counter-notification. In all events, Viasat will not be a party to any dispute or lawsuit regarding alleged copyright infringement.

Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Viasat, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

Copyright owners may send Viasat a notification of claimed infringement to report any alleged infringement of their works to:

Legal Department  
Viasat, Inc.  
349 Inverness Drive South  
Englewood, CO 80112 U.S.A.  
Fax: (720) 493-6010  
E-mail: [Communications.Legal@Viasat.com](mailto:Communications.Legal@Viasat.com)

If a notification of claimed infringement has been filed against you, you may file a counter-notification with Viasat's designated agent using the contact information shown above. Counter-notifications must satisfy the requirements of Section 512(c)(3) of the U.S. Copyright Act.

### **General**

Viasat and its authorized suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, to comply with laws, regulations or governmental or legal process, orders or requests, to identify violations of this Policy or violations of your customer agreement or terms of service, or to protect the network, the Services and Viasat users.

If the Services are used in a way that Viasat, in its sole discretion, believes violate this Policy, your customer agreement, or terms of service, Viasat may take any responsive actions it deems appropriate, including refusing to transmit or post, or removing or blocking, any information or materials, in whole or in part. Neither Viasat nor its affiliates, subsidiaries, suppliers, officers, directors, employees or agents will have any liability for any of these responsive actions. These actions are not Viasat's exclusive remedies and Viasat may take any other legal or technical action it deems appropriate.

The failure of Viasat to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

The provisions of this Policy are not meant to be exhaustive. Generally, any conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited.