

# Viasat Mobile Application Privacy Notice

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The following “Privacy Notice” explains Viasat, Inc.’s (“Viasat” “we” “our” “us”) data practices in connection with Viasat’s mobile application, which provides you access to support service tools for use with Viasat’s internet service (the “Application”). This Privacy Notice only applies to our data practices with respect to the Application and not to any of our other products or services, or when you contact us by mail or phone for customer service or otherwise. For our general subscriber privacy policies and for our other products and services click [here](#). Each of our products and services have their own privacy notices or policies.

## What Information Do We Collect?

We collect data associated with the operation of the Application, such as, any information you provide directly to Viasat through the Application, screens you visit within the Application, the duration you spend on a screen within the Application, unresponsive Application gestures, whether any Application failures occur, the mobile operating system you are using to access the Application (Android/iOS), whether you are using the Application over Wi-Fi internet service or cellular data service, the city you are located in while using the Application, your use of any notifications associated with the Application, the Application version, your general Application usage habits, your media access control (MAC) address, and your Viasat internet account number. We also collect information about your Wi-Fi router that is connected to Viasat Internet, such as, the Wi-Fi router host name, the device(s), device type, name, Internet Protocol (IP) address, the Media Access Control (MAC) address, the service set identifier (SSID) and vendor of each device connected to your Wi-Fi router, the breakdown of video activity versus other website activity of each device connected to your Wi-Fi router. In addition, the Application may collect and use any information that you have already provided to Viasat in the establishment and use of any other service that you have with Viasat, such as, your Viasat account credentials, whether you have a valid payment method on file with Viasat, your payment history, including any amounts due to Viasat, your service plan and your data usage.

If the Application crashes on you, we, or our Service Providers (as defined below), will receive crash reports that include data related to that incident, which may include information that personally identifies you (“Personally Identifiable Information” or “PII”) (e.g., how you have named your device), which will only be used in connection with evaluating the malfunction and making efforts to correct the problem and improve our products and services.

## How Do We Use Your Information?

Viasat uses your Application data to operate the Application, improve the Application, operate the self-service tools provided to you through the application, improve Viasat’s awareness regarding your use of

the self-service tools provided to you through the Application, display the Viasat internet service plans available based on your location, and to provide you offers associated with your Viasat internet service.

We may also use your Application data to comply with the law, law enforcement or other legal process, and in response to a government request, or if we believe your actions are inconsistent with our terms of use, user agreements, applicable terms or policies, or to protect the rights, property, life, health, security and safety of Viasat, the Application or its users, or any third party.

## **How Do We Share Your Information?**

We may share your Application data as follows:

- Our agents, vendors, consultants, and other service providers (collectively “Service Providers”) may receive, or be given access to your Application data in connection with their work on our behalf, provided however, we do not authorize our Service Providers to use your Application data that is PII, or is tied to your Application or device, for purposes other than performing services for us or for you;
- To comply with the law, law enforcement or other legal process, and in response to a government request; and
- If we believe your actions are inconsistent with our terms of use, user agreements, applicable terms or policies, or to protect the rights, property, life, health, security and safety of Viasat, the Application or its users, or any third party.

In addition, we may share your Application data with our related companies for their own business purposes not inconsistent with this Privacy Notice and in connection with or during negotiations of any proposed or actual merger, purchase, sale, joint venture, or any other type of acquisition or business combination of all or any portion of Viasat’s assets, or transfer of all or a portion of Viasat’s business to another company.

## **Third Party Services You Visit Or That Are Associated With The Application.**

The Application may include hyperlinks to, or include on or in connection with, the Application, websites, locations, platforms, technology, applications or services operated by third parties (“Third-Party Service(s)”). Viasat is not responsible for and makes no representations regarding the policies or business practices of any third parties, including, without limitation, Third-Party Services associated with the Application or that you visit using the Application, and encourages you to familiarize yourself with and consult their privacy policies and terms of use.

## **Data Security.**

Viasat has taken certain physical, administrative, and technical steps to safeguard the information we collect from and about you. While we seek to ensure the integrity and security of our Application and

systems, we cannot guarantee the security of the information, and we encourage you to take precautions to protect your personal data.

You are responsible for maintaining the strict confidentiality of your account password, any site login or user ID information, and Viasat device credentials, and you shall be responsible for any access or use of the Application by you or any person or entity using your password, login or user ID, whether or not such access or use has been authorized by or on behalf of you.

The Application is for the sole use of Viasat customers in managing their accounts and the products and service they receive. If you choose to provide access to any of your account data to third parties, Viasat cannot be held responsible for any release of account or personal data that occurs as a result of the access that you provided to others.

### **US Based Service.**

Viasat is based in the U.S. and the information we and our Service Providers collect is governed by U.S. law. If you are accessing the Application from outside of the U.S., please be aware that information collected through the Application may be transferred to, processed, stored, and used in the U.S. Data protection laws in the U.S. may be different from those of your country of residence. Your use of the Application or provision of any information therefore constitutes your consent to the transfer to and from, processing, usage, sharing, and storage of your information, including PII (if applicable), in the U.S. as set forth in this Privacy Notice.

### **Special Information for California Residents.**

California residents may request a list of all third parties to which we have disclosed certain information about you for the third party's direct marketing purposes. This Application does not currently disclose any information to third parties for their direct marketing purposes.

### **Changes to the Privacy Notice.**

We reserve the right to change this Privacy Notice prospectively effective upon the posting of the revised Privacy Notice at [www.exede.com/legal](http://www.exede.com/legal), or a successor website, and your use of our Application indicates your consent to the privacy notice posted at the time of use. However, we will not use your previously collected Application data, to the extent it is not collected under the new privacy notice, in a manner materially different than represented at the time it was collected without your consent. To the extent any provision of this Privacy Notice is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

## How to Contact Us?

If you have any questions about this Privacy Notice, please contact us at [Privacy@Viasat.com](mailto:Privacy@Viasat.com) or at 349 Inverness Drive South, Englewood, CO 80222 (Attention: Legal).