



Terms of Use

Effective Date: January 1, 2020

These Terms of Use are a legally binding contract between you and Global Eagle Entertainment Inc., its affiliates and subsidiaries (“Global Eagle,” “we,” or “us”) regarding your use of Global Eagle’s website, connectivity and media platform and mobile-enabled applications that link to these Terms of Use (the “Services”).

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE GLOBAL EAGLE PRIVACY POLICY AND COOKIES POLICY (TOGETHER, THE “TERMS”). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Services.

1. **The Services Overview.** The Services are intended to provide you with internet connectivity and media and content delivery. You may not access or use the Services for any other purpose. You are solely responsible for any information, images, videos, or other content or materials you upload to or transmit through the Services (“Communications Data”).
2. **Eligibility.** You must be at least 18 years old to use the Services. By agreeing to these Terms, you represent and warrant to us that: (a) you are an individual who is at least 18 years old; (b) you have not previously been suspended or removed from the Service; (c) your registration and your use of the Services is in compliance with all applicable laws and regulations; and (d) you have read and agree to the Global Eagle Privacy Policy and Cookies Policy, as further described in Section 9.a. below. If you are under the age of 18 and not an emancipated minor or its equivalent under applicable law, you are not authorized to use the Services unless you have obtained the consent of your parent or legal guardian to use the Services.
3. **Accounts and Registration.** You are not required to create an account with Global Eagle to access the Services.
4. **Payment.** Access to the Services, or to certain features of the Services, may require you to pay fees. If Global Eagle decides to charge fees for the Services, Global Eagle will provide you advance notice of those changes.
5. **Licenses**
 - a. **Limited License.** Subject to your ongoing compliance with these Terms, Global Eagle grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to (i) install the mobile application(s) associated with the Services, and use such mobile applications so installed, solely in object code format, and solely for your personal, non-commercial use for lawful purposes, on



devices that you own or control, and (ii) access and use the Services solely for your personal, non-commercial use for lawful purposes.

- b. **License Restrictions.** Notwithstanding the license to the Services granted in these Terms, you may not at any time, directly or indirectly, and may not permit any other person to: (i) reproduce, distribute, publicly display, or publicly perform the Services or any part thereof; (ii) reverse engineer, decompile, or make modifications to the Services or any part thereof; or (iii) interfere with or circumvent any feature of the Services or any part thereof, including any security or access control mechanism. If you are prohibited under applicable law from using the Services, you may not use it.
 - c. **Reservation of Rights.** Global Eagle reserves all rights not expressly granted to you in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Global Eagle intellectual property.
 - d. **Open Source Software.** The Services may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute such components (“Open Source Components”). Although the Services are provided to you subject to these Terms, nothing in these Terms will be deemed to prevent, restrict, or otherwise prevent or restrict you from obtaining such Open Source Components under the applicable third-party licenses or to limit your use of such Open Source Components thereunder.
6. **Acceptable Use and Conduct.** BY USING THE SERVICES YOU AGREE NOT TO, DIRECTLY OR INDIRECTLY, AND WILL NOT PERMIT ANY AUTHORIZED USERS OR ANY OTHER PERSON TO:
- a. use or access the Services (i) from a jurisdiction where such use or access is not authorized, (ii) for any illegal purpose, or (iii) in violation of any local, state, national, or international law;
 - b. display offensive content on your computer or device, in view of another person;
 - c. access any network or computer (including those providing the Services) in excess of the permission expressly granted to you;
 - d. harm, threaten to harm, or conduct activities that may be harmful to others or that could damage Global Eagle’s reputation;
 - e. violate any applicable law or provide instructional information about illegal activities, including those related to export control, spam, gambling, obscenity, or computer access;



- f. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right, or violating any third party privacy right;
 - g. attempt to decrypt any encrypted or scrambled communications; introduce software or automated agents into the Services;
 - h. interfere with security-related features of the Services, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of the Services, including the app(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;
 - i. interfere with the operation of the Services or any user's enjoyment of the Services, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) attempting to collect personal information, Communications Data, or other information about another user or third party without their consent; or (iv) interfering with, disrupting or creating any undue burden on any network, equipment, or server connected to or used to provide the Services, or violating any regulation, policy, or procedure of any such network, equipment, or server;
 - j. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or accreditation, accessing any other Services account without permission, or falsifying your account registration information;
 - k. modify, translate, or create derivative works, adaptations or compilations of, or based on, the Services or part thereof, or use, copy or reproduce the Services or any part thereof other than as expressly permitted in these Terms;
 - l. assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 11) or any right or ability to view, access, or use any Material; or
 - m. attempt to do any of the acts described in this Section 6, or assist or permit any person in engaging in any of the acts described in this Section 6.
7. **Third-Party Services and Linked Websites.** Websites and services provided by third parties are not under our control, and we are not responsible for any third party services. The Services may contain links to third-party websites. Linked websites are not under our control, and we are not responsible for them or their content.
8. **Termination of Use; Discontinuation and Modification of the Services.** If you violate any provision of these Terms, your permission from us to use the Services will terminate



automatically. In addition, Global Eagle may in its sole discretion suspend or terminate your access to the Services at any time if you violate any provision of these Terms, if we no longer provide any part of the Services, or for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. To the fullest extent permitted under applicable law, we will have no liability whatsoever on account of any change to the Services or any suspension or termination of your access to or use of the Services. Upon the termination of any aspect of the Services or this agreement for any reason, Global Eagle may at its option delete any data you submitted through the Services.

9. **Privacy Policy; Additional Terms**

- a. **Privacy Policy.** Please read the Global Eagle Privacy Policy and Cookies Policy (the “Policies”) carefully for information relating to our collection, use, storage and disclosure of your personal information. The Policies are incorporated by this reference into, and made a part of, these Terms. You explicitly consent to the collection, hosting, use, disclosure and other processing or handling of your personal information (including sharing data with third party providers) as described in the Policies.
- b. **Additional Terms.** Your use of the Services is subject to all additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Services that we may post on or link to from the Services (the “Additional Terms”), such as end-user license agreements for any downloadable software applications, our informed consent forms, if applicable, or rules that are applicable to a particular feature or content on the Services, subject to Section 10. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

10. **Modification of these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we will notify you of the modified Terms via a notification in the Services or on our website. Material modifications will be effective upon your acceptance of such modified Terms or upon your continued use of the Services after we send or post our notification of the changes, whichever is earlier. Other modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

11. **Ownership; Proprietary Rights.** The Services are provided by Global Eagle. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services (“Materials”) provided by Global Eagle are protected by intellectual property and other laws. All Materials included in the Services are the property of Global Eagle or third-party licensors. Except as expressly authorized by Global Eagle, you may not make



use of the Materials. Global Eagle reserves all rights to the Materials not granted expressly in these Terms.

12. **Subcontractors.** You hereby consent to Global Eagle’s engagement of third parties (including Global Eagle’s affiliates) to perform, provide, or support the performance or provision of, all or any portion of the Services.
13. **Feedback.** If you choose to provide input or suggestions regarding your experience with the Services (“Feedback”), then you hereby grant Global Eagle an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit such Feedback in any manner and for any purpose, including to improve the Services and create other products and services.
14. **Indemnity.** To the fullest extent permitted under applicable law, you are responsible for your use of the Services, and you will defend and indemnify Global Eagle and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “Global Eagle Entities”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (d) any dispute or issue between you and any third party; and (e) fraud, intentional misconduct, criminal acts, gross negligence, or negligence committed by you. To the fullest extent permitted under applicable law, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

15. Disclaimers; No Warranties

THE SERVICES AND ALL MATERIALS, PRODUCTS, AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE GLOBAL EAGLE ENTITIES DISCLAIM, AND YOU HEREBY EXPRESSLY WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; AND (C) ANY WARRANTY AS TO WHETHER THE COMMUNICATIONS DATA OR OTHER INFORMATION AVAILABLE THROUGH OR TRANSMITTED BY THE SERVICES IS TRUE, COMPLETE OR ACCURATE. THE GLOBAL EAGLE ENTITIES DO NOT WARRANT THAT THE SERVICES OR ANY PORTION OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, WILL



BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE GLOBAL EAGLE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE GLOBAL EAGLE ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY HARM OR DAMAGE THAT MAY RESULT TO YOU FROM YOUR USE OF OR ACCESS TO THE SERVICES, YOUR DEALING WITH ANY OTHER SERVICES USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICES AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

THE ABOVE PARAGRAPHS APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES, IN PARTICULAR A DISCLAIMER OF WARRANTIES PROVIDED OR IMPLIED BY LAW, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

16. Limitation of Liability

IN NO EVENT WILL THE GLOBAL EAGLE ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, GOODWILL, REPUTATION, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS, PRODUCTS, OR CONTENT AVAILABLE ON OR THROUGH THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY GLOBAL EAGLE ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

THE AGGREGATE LIABILITY OF THE GLOBAL EAGLE ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES, PRODUCTS SOLD THROUGH THE SERVICES, OR OTHERWISE UNDER THESE



TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. FURTHERMORE, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 16 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17. **Force Majeure.** To the fullest extent permitted under applicable law, Global Eagle will be excused from performance under these Terms for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. For purposes of this section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) quarantines or embargoes, (d) labor strikes; (e) telecommunications, network, computer, server or Internet disruption or downtime; (f) unauthorized access to Global Eagle's information technology systems by third parties; or (g) other causes beyond the reasonable control of Global Eagle.

18. **Governing Law and Venue.**

These Terms and your use of the Services are governed by the laws of the State of California without regard to conflict of laws principles. If a lawsuit or court proceeding is permitted under these Terms, then you and Global Eagle agree to submit to the exclusive jurisdiction of the state courts and federal courts located within Los Angeles County, California for the purpose of litigating any dispute, and you hereby consent to the personal jurisdiction and venue thereof. We operate the Services from our offices in the United States, and we make no representation that Materials included in the Services are appropriate or available for use in other locations.

19. **General.**

These Terms, together with the Global Eagle Privacy Policy, Cookies Policy, and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Global Eagle regarding your use of the Services. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these



Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 5 through 20, along with the Global Eagle Privacy Policy, Cookies Policy, and any other accompanying agreements, will survive.

20. **Claims.** To the fullest extent permitted under applicable law, no action arising out of, in connection with, or relating to these Terms shall be brought by you more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provisions of law which would toll or otherwise affect the running of the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph, to the fullest extent permitted under applicable law.
21. **Contact Information.** The Services are offered by Global Eagle Entertainment Inc. You may contact us by emailing us at privacy@globaleagle.com email address, or writing to us at Attention of Head of Compliance and Privacy, 6080 Center Dr. Suite 1200, Los Angeles, CA 90045.
22. **Consumer Protection Notice.** Please note that, if you are a consumer, the limitations in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your state of residence. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.
23. **Notice Regarding Apple.** This Section 23 only applies to the extent you are using our mobile application(s) on an iOS device. You acknowledge that these Terms are between you and Global Eagle only, not with Apple Inc. (“Apple”), and Apple is not responsible for the Services and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services. In the event of any failure of the Services to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including: (a) product liability claims; (b) any claim that the Services fails



to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Services and/or your possession and use of the Services infringe third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Services. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that (x) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (y) you are not listed on any U.S. Government list of prohibited or restricted parties.