

FLYSURFER WIFI TERMS AND CONDITIONS

You must read and accept these terms and conditions before you access and use the Service. By accessing and using the Service you agree to be bound by the terms and conditions set out below and by the regulations governing access to the internet. These terms and conditions and the Privacy and Cookie Policy together make up the terms and conditions of accessing the Service (hereinafter referred to as the "**Terms**"). If you do not wish to be bound by the Terms, please do not continue to register or use the Service.

By using the Service, you confirm that you are over the age of 18 years. If you are below 18 years, and you have not obtained all the legal authorisations and/or capacity authorisations required by law to contract or to authorise transmission and transfer of personal data from your parents or legal guardians, please abstain from using the Service and leave the site.

1. **INTERPRETATION**

In these Terms:

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are normally open for general business in the UK;

"**Connectivity Partner**" means a third party that owns or controls a Site who we have authorised to make available the Service;

"**Customer**" means the person using the Service (i.e. you);

"**Device**" has the meaning given in clause 3.7;

"**Fair Use Policy**" means the fair use policy at clause 11;

"**FlySurfer**" means FlySurfer Colombia S.A.S, registered office Cra. 7 No. 71-52 Torre B, Piso 9, Bogota, D.C., Colombia 110231, the provider of the Service;

"**Opt in**" means the Customer has expressly opted in to receive marketing and other electronic communications from FlySurfer and/or carefully selected third parties;

"**Opt Out**" means the Customer has the express option to opt out at anytime of receiving marketing and other electronic communications from FlySurfer and/or carefully selected third parties;

"**Party**" means either FlySurfer or the Customer (as the context permits), and collectively means the "**parties**".

"**Portal**" means FlySurfer's portal through which the Customer may register and pay to receive the Services;

"**Privacy and Cookie Policy**" means our policy relating to privacy that applies when using the Service. This policy can be found by clicking.

"Service" means the FlySurfer in-flight connectivity services;

"Site" means each physical location which has access points offering the Service; and

"us", "we" or "our" means FlySurfer and "you" or "your" means the Customer.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. Who we are: We are FlySurfer Colombia S.A.S, registered office at Cra. 7 No. 71-52 Torre B, Piso 9, Bogota, D.C., Colombia 110231.

2.2. How to contact us: You can contact us by telephoning our customer service team at +571 8005189244 in Colombia and +44 20 7728 1880 outside Colombia or by writing to us at support@FlySurfer.aero.

2.3. How we may contact you: If we have to contact you, we will do so by writing to you at the email address you have provided to us in your registration.

3. THE SERVICE

3.1. We will provide the Service to you in accordance with these Terms.

3.2. The Service allows you to access the internet and will be made available once the plane is 10,000 feet above ground. Whilst the Service provides access to the internet, use of the internet is at your own risk and subject to any applicable laws. We have no responsibility for, and accept no liability in relation to, any goods, services, information, software, or other materials you obtain when using the internet or otherwise in connection with or arising from your use of the internet.

3.3. We will use reasonable efforts to provide an uninterrupted Service but from time to time faults may occur, for example the satellite connection may be disrupted due to: weather, solar or atmospheric reasons, aircraft structural blockage, misuse of the Services by passengers, or the Wi-Fi equipment suffers technical difficulties as well as regulatory restrictions in relation to non-authorized airspace. We will endeavour to repair faults as soon as reasonably practicable.

3.4. Whilst we will take all reasonable precautions against viruses, we cannot guarantee that the Service will be free of viruses, trojans, malware and/or other threats to your property. You may access free antivirus software <https://www.avast.com/en-gb/free-antivirus-download>, however, it remains your responsibility to ensure that you have up-to-date and appropriate firewall and anti-virus software installed on your Device.

3.5. Occasionally, as a result of changes in circumstances, and in order to continue to provide the Service we may:

3.5.1 give you instructions which we believe are necessary for reasons of health, safety, security or the quality of any telecommunications service provided by us to you or any other customer; or

3.5.2 modify or temporarily suspend the Service to the extent necessary, due to an emergency, operational maintenance, technical repair or improvements. The Service will be restored as soon as reasonably practicable.

3.6. We may change these Terms at any time.

3.7. By using this Service, you are consenting to us collecting and using technical information about the computer, laptop, mobile phone or other device ("**Devices**") used to access the Service and related software, hardware and peripherals for the Services that are internet-based or wireless, to improve our products. Further information on the types of Devices which are compatible with the Service can be found on the Portal and/or on any FAQs made available on the Portal.

3.8. Network speed is no indication of the speed at which your Device connected to the Service sends or receives data. Actual network speed will vary based on Device configuration, compression and network congestion. The accuracy and timeliness of data sent or received is not guaranteed and you accept that delays or omissions may occur.

4. REGISTRATION

4.1. In order to receive any of the Services, you must complete the registration process on the Portal and agree to the terms of the Privacy Policy.

4.2. Please make sure that your registration details are correct and up to date, as we may use them to contact you about the Service, as set forth in the Privacy Policy.

4.3. You agree not to re-sell or re-broadcast any aspect of the Service. You accept that your entitlement to use the Service is for your personal use only and you shall not permit other people to use your personal details and you are responsible for keeping them confidential and for preventing any unauthorised use.

4.4. Please contact FlySurfer at support@FlySurfer.aero as soon as possible if you believe that anyone has obtained your personal details without your permission or if you become aware of any other breach of security in connection with the Service.

4.5. You agree not to register on behalf of any other person or entity.

5. USE OF THE SERVICE

5.1. You will use the Service in accordance with these Terms and you will:

5.1.1 ensure that your equipment and Devices comply with all applicable laws and standards;

5.1.2 be responsible for the security and proper use of all login names and passwords used in connection with the Service (including changing

passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

5.1.3 agree that some software or equipment will not work with the Service and that it is your responsibility to ensure that you use equipment and software that is compatible with the Service;

5.1.4 reimburse us and all third parties involved in providing the Service to you against all liabilities, costs and expenses (including all interest, penalties, legal costs and other reasonable professional costs and expenses), damages and losses (including but not limited to any direct, indirect, special or consequential losses) arising out of a breach of these Terms or any use or misuse of the Service by you; and

5.1.5 take all appropriate and necessary steps to back-up and protect any of your data and to protect your Devices and other IT systems from viruses, trojans, malware and other threats to your property.

5.2. You must use the Service in accordance with the Fair Usage Policy at clause 11.

5.3. In order to maintain Service quality we reserve the right to temporarily or permanently control or restrict your online activities where such activities may have a detrimental effect on other customers' quality of service and it is reasonable for us to do so.

6. ROAMING

6.1. We may, as part of the Service, offer you the opportunity to use the Service at different Sites operated by our Connectivity Partners without the need to re-register at each separate Site.

6.2. In the event that you, having registered to use the Service, enter a Site operated by one of our Connectivity Partners, the Service will recognise your Device and you may be given the opportunity to use the Service without re-registering by simply making use of the Service. In the event that you make use of the Service at more than one Site, you acknowledge and agree that your personal data (as provided by you previously) will be disclosed to each additional Connectivity Partner.

7. INTELLECTUAL PROPERTY

7.1. Where software is provided by us to enable you to use the Service, the supply of such software will be governed by the licence terms accompanying such software. In the absence of any such licence terms, we grant you a non-exclusive, non-transferable revocable licence to use the software for that purpose and you shall:

- 7.1.1 not, without our prior written consent, copy, decompile or modify the software (except as permitted by law); and
 - 7.1.2 sign any agreement reasonably required by the owner of the copyright in the software to protect the owner's interest in that software.
- 7.2 You shall reimburse us and all third parties involved in providing the Service to you against all liabilities, costs and expenses (including all interest, penalties, legal costs and other reasonable professional costs and expenses), damages and losses (including but not limited to any direct, indirect, special or consequential losses) suffered or incurred by us, or the third party, as the case may be, arising out of or in connection with any claim made against us, or the third party, as the case may be, for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with your use of the Service.

8 HOW WE USE YOUR INFORMATION

- 8.1 We will deal with your personal data in compliance with the applicable data protection legislation and in accordance with the Privacy and Cookie Policy.
- 8.2 You authorise us to use and disclose information about you and your use of the Service in accordance with the term of the Privacy and Cookie Policy (which can be found by clicking. This includes, but is not limited to, how you conduct your account being used, analysed and assessed by us and selected third parties for marketing purposes including, amongst other things, to identify and offer you by phone, post, on your mobile phone, email, text (SMS) or other means, our mobile network and any other products, services and offers which we think might interest you.
- 8.3 From time to time, we may (without notice to you) review, record or check your use of the Service where we are required to do so to make sure you are complying with any laws or regulations, or where ordered to do so by any court or other body or authority with the power to require such monitoring, or for our own internal purposes to make sure you are complying with the Terms.
- 8.4 Unless you Opt in during the registration process, you will remain "opted out" to receive marketing materials from us and carefully selected third parties under the terms of the Privacy and Cookie Policy.

9 LIMITATION OF LIABILITY

- 9.1 Nothing in these Terms will limit or exclude any liability FlySurfer may have for:
 - 9.1.1 any death or personal injury caused by our negligence, or the negligence of our agents and / or sub-contractors;
 - 9.1.2 fraud or fraudulent misrepresentation; and

- 9.1.3 any other liability that cannot be excluded by law.
- 9.2 FlySurfer shall not be liable, and excludes its liability in entirety for:
 - 9.2.1 any fault in the Service arising from your failure to abide by these Terms;
 - 9.2.2 for any charges you may incur for transactions made through the Service with a third party;
 - 9.2.3 any transaction fees you may incur from your bank, or card provider;
 - 9.2.4 any delay or failure by us to provide any element of the Service, where such delay or failure is caused by an event outside of our reasonable control. Such matters outside of our reasonable control include, (but are not limited to), severe weather conditions, epidemic, civil disorder, terrorist activity, war, government action and satellite outage;
 - 9.2.5 any loss or damage you may suffer from your use of the Service, in the absence of a breach of contractual obligation or legal duty of care by FlySurfer;
 - 9.2.6 any loss or damage you may suffer that was not foreseeable at the time we entered into these Terms;
 - 9.2.7 any loss or damage to your Device caused by viruses;
 - 9.2.8 any loss or damage you may suffer from use of the Service, which is in breach of the Fair Usage Policy in clause 11 ;
 - 9.2.9 any loss of business or profits;
 - 9.2.10 any loss or corruption of data held on your Device;
 - 9.2.11 any defect in use of any Device used to access the Service;
 - 9.2.12 the act of suspending or terminating access to the Service in accordance with these Terms; and
 - 9.2.13 any special, consequential or indirect losses (losses that would not normally result from the event that caused the loss).
- 9.3 We are not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the Service.
- 9.4 Except for those liabilities referred to in clause 9.1, FlySurfer's aggregate liability under or in connection with the supply of the Service is limited at all times to one hundred US dollars (\$100.00).

10 TRAFFIC MANAGEMENT

- 10.1 A fair share policy is applied to ensure that all Customers receive an efficient Service. For the traffic, within each package, an equal share of the available bandwidth will be provided to each Customer. This prevents one Customer from using more than a fair share of the available bandwidth, and impacting the quality of experience of other Customers. This can be reviewed at any time.

- 10.2 Traffic management and the associated restrictions will be controlled by FlySurfer.
- 10.3 Your ability to use the Service may be restricted by the traffic management, including a restriction of the amount of data you download using the Service, the number of times in a defined period you can use the Service, or the time of day at which you are able to use the Service.

11 FAIR USAGE POLICY AND CONTENT FILTERING

- 11.1 This Fair Usage Policy is designed to ensure that all Customers receive a reliable Service, and may be modified over time.
- 11.2 You may use the Service only for lawful purposes.
- 11.3 You may not use the Service:
 - 11.3.1 in any way that breaches any applicable local, national or international law or regulation;
 - 11.3.2 in any way that accesses, promotes or encourages access child pornography, facilitates access to child pornography or is used to upload child pornography;
 - 11.3.3 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 11.3.4 in any way that is defamatory, offensive abusive, indecent, obscene or constitutes harassment;
 - 11.3.5 in any way that promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
 - 11.3.6 in any way that is in breach of third party rights (including third party intellectual property rights);
 - 11.3.7 in any way that damages FlySurfer's name, reputation, or the name or reputation of our subcontractors or agents;
 - 11.3.8 for the purpose of harming or attempting to harm minors in any way; and
 - 11.3.9 to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware or the Service.
- 11.4 You also agree not to interfere with, damage or disrupt any part of the Service.
- 11.5 This Fair Usage Policy and the associated restrictions will be controlled by FlySurfer. Your ability to use the Service may be restricted by this Fair Usage Policy, amongst other restrictions, restrict the amount of data you download using the Service, the number of times in a defined period you can use the Service, or the time of day at which you are able to use the Service.

- 11.6 FlySurfer reserves the right to monitor your use of the Services and in the event FlySurfer discovers that you have breached the Fair Usage Policy, and/or have used the Services in a manner in which materially impacts another Customer, your access to the Services will be blocked in accordance with this Fair Usage Policy.
- 11.7 In addition to the restrictions imposed by the Fair Usage Policy, FlySurfer also reserves the right to restrict the content that you can access using the Service.
- 11.8 We accept no liability arising from your inability to use the Service or access specific content as a result of the restrictions imposed by this Fair Usage Policy or any content filtering.

12 ENDING THIS CONTRACT AFTER THE SERVICE HAS BEEN USED

- 12.1 We may terminate or suspend your use of the Service without giving you advance notice and without liability if:
 - 12.1.1 we reasonably believe that you or others (whether under your control or not) are misusing the Service, including but not limited to making use of the Service for illegal purposes;
 - 12.1.2 you are otherwise in breach of these Terms;
 - 12.1.3 you are persistently abusive or make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or our property or that of our agents or any third party involved in providing the Service to you;
 - 12.1.4 we are told to do so by a government or other lawful regulatory authority or the emergency services;
 - 12.1.5 you allow anything to happen through the Service which in our reasonable opinion may have the effect of jeopardising the operation of the Service, or the Service is being used in a manner which is against your best interest, the best interests of other customers and/or us or any third party involved in providing the Service to you; or
 - 12.1.6 we are no longer able to provide you with the Service.
- 12.2 You may cancel your registration to the Service at any time by notifying us at support@FlySurfer.aero. Upon receipt of such notice we shall deactivate your account.

13 SEVERANCE

- 13.1 If any provision (or part provision) of the Terms shall be found (including after termination) by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions or the rest of the provision (as the case may be) of the Terms, which shall remain in full force and effect.

- 13.2 If any provision (or part provision) of the Terms is so found to be illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of it were to be deleted or modified, such provision (or part provision) shall apply with such deletion(s) and/or modification(s) (as the case may be) as may be necessary to make it legal, valid and enforceable.

14 WAIVER AND REMEDIES

- 14.1 No failure or delay by a party to exercise any right or remedy provided under the Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.2 The rights and remedies provided under the Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

15 THIRD PARTIES

- 15.1 We may transfer our rights and obligations under these Terms to any affiliate of ours or any company, firm or person provided this does not affect your rights under these Terms in a negative way.
- 15.2 You may not transfer your rights or obligations under these Terms to anyone else.

16 GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of England and you may bring legal proceedings in respect of the Services in the judiciary, or administrative courts of Colombia in relation to a complaint.

17 REFUND POLICY

- 17.1 A refund may be processed if, following our monitoring of the flight, the Service was unavailable for 95% or more of the flight, while the aircraft was 10,000 feet above ground for any other reason aside from atmospheric conditions, terrain, network capacity or aircraft location;
- 17.2 Only the package you purchased is eligible for a refund; bank fees will not be refunded.
- 17.3 A refund will not be made if:
- 17.3.1 you have used the Service in breach of the Fair Usage Policy, or
 - 17.3.2 your use of the Service was impacted by the Fair Share Policy.
- 17.4 In order for a refund to be processed, you must provide the following details:

- 17.4.1 the purchase ID (a 5 digit sequence) outlined in the confirmation email you receive when purchasing your package, and the details of your flight (date, origin and destination airport); or
- 17.4.2 if the purchase ID is not available, the email address used to purchase the package, the last 4 digits on the credit card used and the flight details (date, origin and destination airport).
- 17.5 Refunds will be processed by FlySurfer within 24 hours, directly to the card that you used to purchase the package, and may take 10 days to appear in your account, depending on your card provider.

18 INVOICING & TAX

- 18.1 For domestic flights within Colombia, Ecuador and Peru, invoices will be issued from the local FlySurfer entity:

Colombia – FlySurfer Colombia
Cra. 7 No. 71-52 Torre B
Piso 9
Bogota D.C. 110231
Colombia

Ecuador – FlySurfer Ecuador
Republica de El Salvador N35-146 y Suecia
Edif. Prisma Norte
Piso 11
Quito
C.P. 170505
Ecuador

Peru – FlySurfer Peru
Dentons Gallo Barrios Pickmann SCRL
General Córdova N° 313
Miraflores - Lima 18
Peru

- 18.2 For all other domestic and international flights, invoices shall be issued by:

FlySurfer
99 City Road
London
EC1Y 1AX