



PANASONIC AVIONICS CORPORATION ("PAC")

WISP TERMS OF SALE

These terms of sale ("**Terms of Sale**") apply to purchases of your in-flight internet services provided on behalf of your host airline ("**Services**") (each, a "**Purchase**").

Making Purchases:

- When you confirm a Purchase, you agree to be bound by these Terms of Sale and to pay for that Purchase;
- Please pay attention to the details of the Purchase, because the total price may include taxes and fees, which you are responsible for paying;
- **ALL PURCHASES ARE FINAL AND FEES PAID ARE NONREFUNDABLE.** Once you click the "Purchase" button, your purchase will be charged to the payment source you provided. If there is an error with your Purchase, please contact PAC by email at customercare@panasonic.aero;
- Prices are subject to change at any time, and there is no price protection or refunds in the event of a price drop, sale or other promotion.
- You hereby authorize PAC to collect and store certain Purchase information.

Payment Methods:

- We accept most major credit cards for payment. When you provide a payment source to us, you confirm that you are permitted to use that payment source.
- When you make a payment, you authorize PAC (and our designated payment processors) to charge the full amount to the payment source you designate for the Purchase;
- If you pay by debit card and your payment results in an overdraft or other fee from your bank, you alone are responsible for that fee; and
- From time to time, credit or debit cards are declined for various reasons. If a Purchase has been declined due to a credit card issue, please first ensure all data is correct and resubmit. If the Purchase is still not accepted, you may wish to try another card.

For Assistance:

- For assistance with payment questions or other Purchase inquiries, please refer to our online support page under FAQs. If you can't find the answers you are seeking, please contact PAC at customercare@panasonic.aero. Responses to emails will be provided as soon as possible.

Time-based Passes:

- If you are purchasing an hourly or duration of flight pass, the pass is valid for that period only. A pass commences at the time of Purchase.

MB-based Passes:

- If you are purchasing a pass with a maximum megabytes ("**MB**") usage, the pass is valid until the allocated MB is depleted. A MB-based pass is valid for the duration of your flight unless otherwise indicated.

Combination Passes:

- If you are purchasing a pass with both a time and maximum MB allocation, the pass is valid until the maximum time or maximum MB allocation is reached, whichever comes first.

Add-On to Time-based or MB-based Passes:

- If you have purchased a pass with either a time and/or maximum MB allocation, we may offer you the option to extend the time or maximum MB allocation for a nominal fee. We will notify you before your time or MB allocation runs out and give you the option to extend your session for an additional fee. We will not charge you unless you accept the additional fee for any add-on time or MB allocation. If you elect to purchase any add-on time or MB allocation, you agree that you waive the right to dispute or request a refund for the original pass with either a time or maximum MB allocation.

Refunds, Disputes and Reversals:

- If you believe you have been incorrectly charged, or you believe that an unauthorized Purchase has taken place under your Account, you must notify PAC of such disputed charges within the time provided for in your payment card agreement (or within 30 days after the date the charge was incurred if your payment card agreement does not contain a time period) or you waive your right to dispute those charges. Such notifications must be submitted to PAC at customercare@panasonic.aero;
- You are responsible for and agree to reimburse PAC for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by PAC (including costs and related expenses) that were caused by or arising from payments that you authorized or accepted; and
- To the full extent permitted by applicable law, Panasonic Avionics Corporation's total liability for all claims relating to the Services will be limited to the amounts you paid for the Services.
- If you have any questions about the fees you were charged, please contact PAC at customercare@panasonic.aero. Please include any information pertaining to the transaction or the receipt provided at the time of transaction.

Actions We May Take:

As part of our effort to keep our Services safe and secure, we may take certain actions to reduce liability for our users and for us.

- We may cancel any Purchase if we believe the Purchase violates these Terms of Sale, or we believe doing so may prevent financial loss;

- We may place a delay on a payment for a period of time, limit payment sources for a Purchase, limit your ability to make a payment or deactivate your Account if we believe doing so may prevent financial loss; and
- We may contact your payment source issuer, law enforcement or impacted third parties (including other users) and share details of any payments associated with you if we believe doing so may prevent financial loss or a violation of law.

Notices and Amendments to these Terms of Sale:

- The Terms of Sale in place at the time you confirm a Purchase will govern that Purchase;
- We may amend or change these Terms of Sale, in whole or in part, at any time by giving notice; and
- We may provide notices to you by posting them on our Services, or by sending them to the email address that you provided to us. Notices shall be considered received by you at the time they are posted or sent.

Governing Law:

- The Services are controlled and operated by PAC from within the United States of America. To the extent permitted by the local law governing this flight, these Terms of Sale will be governed by the laws of the state of California and the federal laws applicable therein.

Last revised: May 2020