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BY INSTALLING OR USING THE APPLICATION, YOU AGREE TO THE TERMS OF USE AND AGREE TO BE BOUND BY THEM. If you do not agree to the terms of use, then you may not install or use the Application. This Agreement is enforceable against any person or entity that uses the Application or any person or entity that uses the Application on another person’s or entity’s behalf.

1. Limited License Grant and Terms of Use.

a. **Grant.** Through installing or using this Application, you are acquiring and Viasat grants you a limited, non-exclusive, worldwide, non-transferable, non-sub-licensable, revocable license to install and use the Application for your use on a single, authorized device solely as set forth in this Agreement. Your acquired rights are subject to your compliance with this Agreement. You are expressly prohibited from sub-licensing, renting, leasing, transferring or otherwise distributing the Application or rights to use the Application. The term of your Agreement shall commence on the date that you install or otherwise use the Application, and shall end on the earlier of the date that you remove, delete or uninstall the Application from any device on which you have loaded the Application, or Viasat terminates this Agreement.

b. **Restrictions.** Your right to use the Application is limited to the license grant herein, and you may not otherwise copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, or use the Application or any component of it, except as expressly authorized in writing by Viasat or as set forth in Section 1(f) below. Unless expressly authorized in writing by Viasat, you are prohibited from making a copy of the Application available publically where it can be used or downloaded by any other users. You may not remove or alter Viasat’s trademarks, or logos or legal notices in the Application or in Viasat’s related assets. Your right to use the Application is also predicated on your compliance with any applicable terms of agreements you have with third parties when using the Application. For instance, if use of the Application is in violation of your service agreement with your current internet service provider or with FaceBook, Inc., then you may not use this Application. Additionally, you may not (i) use the Application on a time-sharing, service bureau or other basis for the purpose of providing services to others, or (ii) distribute, provide or otherwise make the Application available to any third party, in whole or in part,
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e. **Access.** You must provide at your own expense the equipment, internet connections or devices and/or service plans to access and use this Application. Viasat does not guarantee that this Application can be accessed on all devices. Viasat does not guarantee that this Application is available in all geographic locations. You acknowledge that when you use this Application, your internet service provider or wireless carrier may charge you fees for data.
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2. Consent to Use of Data. This Application uses FaceBook, Inc.’s FaceBook Messenger Application and your use of this Application is also subject to FaceBook, Inc.’s terms of service and applicable privacy policies for the FaceBook Messenger Application. In order to use the Application, you must enter valid phone number into the Application. You agree that Viasat may collect, use, store and transmit your information, including your email address or the phone number associated with your Viasat account in order to provide you the use of the Application. Your use of this Application is subject to Viasat’s Subscriber Privacy Policy available at www.exede.com/legal, and is incorporated herein.

3. Transactions. Any and all transactions you make using the Application regarding your Viasat or Exede Internet, or related service, is subject to your Customer Agreement (Residential) or Customer Agreement (Business) with Viasat, as applicable (each a “Customer Agreement”). All transactions processed through the Application will be billed to your account as further described in your Customer Agreement.

4. Termination. The Agreement is effective until terminated. You may terminate this Agreement at any time by providing Viasat a signed written statement notifying Viasat that you are terminating the Agreement or by deleting the Application from your device. Viasat may terminate this Agreement (and your license rights) at any time, in its sole and absolute discretion, with or without notice. Your rights under this Agreement will terminate immediately and automatically without any notice from Viasat if you fail to comply with any of the terms and conditions of this Agreement. Promptly upon termination, you must cease all use of the Application and destroy all copies of the Application in your possession or control. Termination will not limit any of Viasat’s other rights or remedies at law or in equity. Sections 1(c), 1(d), 2, 3, 4, 5, 6, 7, 8, 9 and 10 of this Agreement shall survive termination or expiration of this License for any reason.

5. Disclaimer of Warranties. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE APPLICATION IS PROVIDED TO YOU “AS IS,” WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT PERFORMANCE ASSURANCE OR GURANTEES OF ANY KIND, AND YOUR USE IS AT YOUR SOLE

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7. **Limitation of Liability and Disclaimer of Warranties are Material Terms of this Agreement.** You agree that the provisions of this Agreement that limit liability and disclaim warranties are essential terms of this Agreement.

8. **Severability and Survival.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of such provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement shall continue in full force and effect.

9. **Export.** You will comply fully with all relevant export laws and regulations of the United States and any other country (“Export Laws”) where you use the Application. You certify that you are not on any of the U.S. Government lists of prohibited persons, including but not limited to the Treasury Department’s List of Specially Designated Nationals, and the Commerce Department’s List of Denied Persons or Entity List. You further certify that you shall not export, re-export, ship, transfer or otherwise use the Application in any country subject to an embargo or other sanction by the United States, including but not limited to, Iran, Syria, Cuba, Sudan and North Korea, and that you shall not use the Application for any purpose prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses.

10. **Injunctive Relief.** You agree that your breach of this Agreement will cause irreparable injury to Viasat for which monetary damages would not be an adequate remedy and Viasat shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

11. **Applicable Law.** This Agreement is made in the State of Colorado. This Agreement and all of the parties’ respective rights and duties, including, without limitation, any claims for breach of this Agreement, shall be governed by and construed in accordance with the laws of the State of Colorado, in the United States, without giving effect to any conflicts of law provisions.

12. **Entire Agreement.** This License constitutes the entire and only agreement with respect to its subject matter between you and Viasat, and is applicable to all users of the Application. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this Agreement.