

**Virgin America Inc.**  
**In-Flight Entertainment System**  
**Acceptable Use Policy**

Virgin America Inc. ("**Virgin America**") provides its In-Flight Entertainment System (the "**System**") to enhance your travel experience by offering a wide variety of in-flight entertainment options. In order to provide our guests with secure, reliable and enjoyable services, Virgin America requires each of its guests ("**Users**" or "**you**") to comply with this Acceptable Use Policy ("**Policy**") in connection with any use of the System. By using the System, you agree to comply with this Policy. If you do not accept the terms and conditions of this Policy you may not access or use the System.

**Modifications.** Virgin America may modify this Policy in its discretion at any time, effective when the modified Policy is made generally available. By using the System after a modification is published, each User agrees to comply with this Policy as modified.

**General Conduct.** You will only use the System for authorized and lawful purposes, consistent with all applicable laws and regulations and the rights of others. You will not use the System to: (a) transmit, send or post content in violation of any applicable law or regulation or that may expose Virgin America to legal liability; or (b) impersonate Virgin America personnel. You will not attempt to violate this Policy, nor assist any other person to violate this Policy. Virgin America may, in its sole discretion, suspend or terminate the System, or your use of it at any time for any reason.

**Interactions with other Users.** Virgin America provides the System as a medium for you to enjoy safely and wisely, and with due consideration for your fellow passengers. You are solely responsible for your interactions (including any disputes) with other Users. Virgin America reserves the right to monitor, review and/or record exchanges and communications in order to evaluate compliance with this Policy. If you ever believe that a User is acting contrary to this Policy, has violated the law or is defrauding, threatening or endangering you or anyone else in flight, Virgin America urges you to immediately contact a Virgin America representative for assistance. If such a situation persists or arises after landing you should immediately contact the appropriate law enforcement authorities directly for help. You agree to take reasonable precautions in all interactions with other Users. Your use of the System and any content is at your sole risk and discretion and Virgin America hereby disclaims any and all liability to you or any third party relating to your use.

**Responsibility for Content.** Virgin America does not monitor or control content transmitted or made available through or by the System and is not responsible for such content, including, without limitation, all TV programs, movies or any other programming that you may choose to access while using the System or any communications (email or chat) transmitted by a User via the System. As a result, Virgin America is not responsible for the accuracy, completeness, appropriateness, legality or applicability of any content or anything said, depicted or written by Users. Virgin may delete any content from the System without notice at any time, for any reason. If Virgin America becomes aware that any User has violated this Policy, Virgin America may terminate the User's right to use the System. Virgin America will cooperate with government authorities and third parties in the investigation of alleged wrongdoing.

**Inappropriate Content.** You will not use the System to transmit, send or post content: (a) that is inappropriate, as reasonably determined by Virgin America; (b) that is indecent, obscene, pornographic, defamatory, libelous, harassing, threatening, abusive, hateful, or violent; or (c) containing fraudulent, false, deceptive, or misleading offers, statements, claims or representations.

**Spam and Unsolicited Messages.** You will not use the System to send unsolicited commercial communications, including, without limitation, advertising or informational announcements. In

addition, you will not use the System to: (a) send communications intended to harass or annoy others; (b) continue to send communications to a recipient that has indicated that he or she does not wish to receive them; or (c) send communications with forged TCP/IP packet header information.

**Intellectual Property.** Content accessible through the System may be subject to protection under privacy, publicity or other personal and intellectual property rights, including but not limited to, copyrights, patent, trademark, trade secret or other proprietary information rights. You will not use the System in any manner that would infringe, dilute, misappropriate or otherwise violate any such rights.

**Harmful Content.** You will not use the System to transmit, send or post any virus, worm, Trojan horse or other content harmful to the System, any other network or equipment or other Users.

**System and Network Security.** You will not interfere with or disrupt the System or attempt to gain access to any systems or networks that connect to the System except as required to use the System in compliance with this Policy, including, without limitation, via means of overloading, "flooding", "mailbombing", "denial of service" attacks or "crashing". You will not violate the security of the System, including, without limitation: (a) accessing data not intended for such User; (b) logging into a server or account which such User is not authorized to access; (c) probing, scanning or testing the vulnerability of System or breaching security or authentication measures; (d) forging any TCP/IP packet header or any part of the header information in any communication; (e) taking any action in order to obtain services to which such User is not entitled; or (f) attempting to utilize another User's name or persona without authorization from that User.

**Unauthorized Uses.** You acknowledge that the System is not designed, intended, or authorized for use in emergency, mission critical or life threatening circumstances or where failure could lead to death, personal injury or damage to property and will not use the System under such circumstances or for such uses.