

Kiwisat LLC Subscriber Privacy Notice

This Privacy Notice (“Notice”) explains how Kiwisat LLC (“Kiwisat”) collects, uses and discloses information about Kiwisat subscribers. In the Notice, the terms “Kiwisat”, “we”, “us”, or “our” refer to Kiwisat LLC, which owns and/or operates the Kiwisat® direct broadcast satellite television service and related services (the “Service”). The term “you” refers to you as a subscriber to our satellite television service. Your use of the Service including through a set-top box or satellite receiver and any related control device, any device authorized to receive our services, or any software or mobile application constitutes your acceptance of this Notice.

I. Protection of Subscriber Information Under the Communications Act

As a subscriber to the Kiwisat satellite television service, you are entitled under Section 338(i) of the Communications Act of 1934 (the “Communications Act”) to know the following:

- how Kiwisat is limited in how we collect, use, and disclose personally identifiable information about you;
- what personally identifiable information we collect about you and how we use it;
- how, why, and when we disclose personally identifiable information about you and to whom;
- how long we keep your personally identifiable information;
- how you can access your personally identifiable information; and
- your rights concerning your personally identifiable information and its collection, use and disclosure.

The Communications Act applies to personally identifiable information that you have given us, or that we have collected in connection with your use of the Service. Personally identifiable information is information that identifies you specifically; it does not include aggregate data, anonymized data, or data that does not identify you or other particular individuals. This Notice includes the information required to be disclosed under the Communications Act as well as certain additional privacy-related information for Kiwisat satellite television subscribers.

II. What Information We Collect About You

The Communications Act allows Kiwisat to use our satellite facilities to collect personally identifiable information about you to obtain information necessary to provide our satellite television service or other services to our subscribers and to detect unauthorized reception of satellite signals. The Communications Act prevents us from using our satellite television system facilities to collect personally identifiable information about you for any other reason without your prior written or electronic consent.

A. Personally Identifiable Information

In order to provide reliable, high quality service to you, we keep regular business records containing information about you that may constitute personally identifiable information. These records generally include the following information, among other things: your name, service address, billing address, e-mail address, telephone number, social security number, bank account and/or credit card number,

and other account information.

We may also collect and maintain other information about your account, such as billing and payment history, service information, customer correspondence and communications records, records indicating the number of television sets and devices connected to our satellite facilities and the programming service options you have chosen.

B. Usage and Service Information

When you use the Service, our distribution systems automatically collect certain information regarding your use of the Service. If, for example, you watch a pay-per-view program or purchase a product or service, the system may collect certain personally identifiable information such as account and billing-related information related to the pay-per-view programs or other products or services ordered so that you may be properly billed for them. Most of the information that is collected is used to carry out a particular request that you made in connection with the Service and is not personally identifiable information. This information may include information required to change your television channel, review listings in an electronic program guide, and pause or fast forward through certain programs, among other information. It may also include other information such as the time you actually use our services and the use of other features of our services, and which menus and menu screens are used most often and the time spent using them, among other information. This information may be in various formats, including electronic or audio format, and may be collected through the set top box or satellite receiver in use, through related equipment such as a remote control, or other devices through which you access the Service. Kiwisat also obtains data related to your viewing choices and advertisements selected for you. We periodically summarize, anonymize, aggregate, and/or remove certain data elements from data sets that can be used to uniquely identify you, and employ other similar methods designed to inhibit direct association with your identity.

C. Third Party Information

We may also combine your personally identifiable information with personally identifiable information obtained from third parties such as programmers, business partners and affiliates, consumer reporting agencies, and other data companies for the purpose of creating enhanced databases, business records, products, or service offerings. We may use these databases and these business records in marketing, advertising, and other activities related to the Service and other products and services. We also maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires.

D. Third Party Services and Websites

When you click on a link to a third-party service, application, or website, even when doing so through a Kiwisat set-top box or website, this Notice no longer applies. You should review the privacy statements of the third parties operating any such services, applications, or websites prior to providing your personal information.

E. Cookies and Other Technologies

The Service may be provided through Internet websites or other platforms operated by us, our affiliates, and/or other companies. For example, you can access the Service from our websites and apps and by using certain Internet-connected devices and other similar platforms that are not

operated or maintained by us. We are not responsible for the information, security, or privacy practices of such third parties or any third-party platforms. If you are using the Service on a third-party operated platform, you should check the privacy statement of the applicable third party to determine how it handles any information it collects from or about you.

We may use cookies, web beacons, tags, and other technologies to make your use of the Service more convenient and to support and improve our business, marketing, and advertising activities; these technologies expand our and third parties' abilities to collect data and other information. For example, we may use cookies to remember your e-mail address so that you will not have to re-enter this information each time you visit any of our websites or apps. Most browsers are initially set up to accept cookies, but you can set up your browser to alert you every time a cookie is offered, letting you decide whether to accept it. You can access the Service even when you've disabled certain cookies, but you may not be automatically recognized by the Service upon re-visiting.

Some of our websites and HTML-formatted e-mails and e-newsletters use web beacons to compile statistics about our website usage. You may be able to disable some web beacons by rejecting their associated cookies. We also collect information that includes data such as IP addresses, browser type, device type, Internet Service Provider, referring/exit pages, platform type, date/time stamp, and number of clicks. Kiwisat, our business partners, and our service providers use this information to analyze trends, administer the Service, track usage and users' movement in the aggregate, as well as to gather broad demographic information.

We may use cookies, web beacons, tags, and other technologies to track, transmit, and analyze usage information and to compile statistical information about our users in order to improve the quality and performance of the Service. Kiwisat reserves the right to publish non-personal information regarding the Service for promotional purposes and as a representative audience. Kiwisat does not recognize "Do Not Track" requests from Internet browsers.

From time to time, we may allow you to use the Service with social networking services and connect your Membership Account with accounts that you have with third parties, including with certain third-party social networks ("Third-Party Accounts"). If you consent to share information about your activities with Third-Party Accounts, then Kiwisat may send information about you to such third parties.

Kiwisat places advertisements on the Service and on third-party platforms, and also places advertisements from third-party advertisers on the Service. Advertisers, advertising technology companies, and service providers that perform advertising-related services for us and our business partners may use cookies, web beacons, tags, and other technologies to collect information from or about you in order to tailor advertisements, measure advertising effectiveness, and enable other enhancements.

Kiwisat may also permit third parties to collect certain information related to your usage of our Services, such as viewer measurement and other data related to your activities for market research, ratings, viewer measurement, and other analytical and reporting purposes. Our agreements with business partners and service providers that collect information limit the types and use of information shared with these companies.

III. How We Use Your Information

We use personally identifiable information as permitted by the Communications Act and this Notice. Among other things, we use this information primarily to conduct business activities related to providing you the Service and to help us detect theft of service. Generally speaking, we use the information that we collect in connection with billing and collections, administration, surveys, marketing, service delivery and customization, maintenance and operations, and fraud prevention. We may also use the personal and aggregate information about you to deliver addressable or customized advertising, offers, and other services to you. We also use personally identifiable information to, among other things:

- install, operate, provide, and maintain our satellite television service and other services;
- confirm that you are receiving the level(s) of service requested and are properly billed;
- identify when changes are made to your account or services;
- inform you of products, programming, or services that may be of interest to you;
- make programming recommendations;
- understand the use of, and identify improvements to, our services;
- detect unauthorized reception of our services;
- determine whether applicable policies and terms of service are being violated;
- configure satellite television service-related devices;
- perform statistical or qualitative research and analysis;
- maintain our do not contact list;
- comply with law; and
- as otherwise necessary to provide the service.

IV. Disclosure of Information to Others

Kiwisat considers the personally identifiable information contained in our business records to be confidential. The Communications Act permits us to disclose personally identifiable information concerning any subscriber if the disclosure is:

necessary for us to provide or conduct a legitimate business activity related to our satellite television service or other services provided to you; required by law or legal process (as described below); or of the names and addresses of subscribers for “mailing list” or other purposes (subject to each subscriber’s right to prohibit or limit this disclosure as described below).

A. When Kiwisat is Permitted to Disclose Personally Identifiable Information

1. To conduct business activities related to providing you with our satellite television services or other services

We may disclose personally identifiable information about you to our affiliates or to others who work for us, such as outside auditors, professional advisors, service providers, and vendors; potential business merger, acquisition, or sale partners; and regulators when the disclosure is necessary to render or conduct a legitimate business activity related to the satellite television service or other services that we provide to you. Generally, these disclosures involve billing and

collections, administration, surveys, marketing, service delivery and customization, maintenance and operations, and fraud prevention. We may also share your information with third parties that provide content or technologies used in our services to report on and account for the use of such content or technologies by our subscribers. We may also disclose information about you in non-personally identifiable or aggregate formats, such as ratings surveys and service usage and other statistical reports, which do not personally identify you, your particular viewing habits, or the nature of any transaction that you have made over the satellite television system. We may also use and share data, including IP address, device ID, and other non-personally identifiable information, in aggregate or anonymized formats with programmers, advertisers, and others for advertising and other purposes. If we (or our parent company) enter into a merger, acquisition, or sale of all or a portion of our assets, in most instances our subscribers' personally identifiable information will be one of the items transferred as part of the transaction.

2. For “mailing list” or other purposes

The Communications Act permits us to disclose limited personally identifiable information to others, such as charities, marketing organizations, or other businesses, for satellite or non-satellite “mailing list” or other purposes. From time to time we may disclose your name and address for these purposes. Any “mailing list” and related disclosures that we may make are limited by the Communications Act to disclosures of subscriber names and addresses where the disclosures do not reveal, directly or indirectly, (i) the extent of any viewing or other use by the subscriber of a satellite service or other service provided by us; or (ii) the nature of any transaction made by the subscriber over any facilities used by us.

B. When Kiwisat is Required to Disclose Personally Identifiable Information

We make commercially reasonable efforts to protect your privacy as described in this Notice. Nevertheless, we may be required by law to disclose personally identifiable information about you without your consent and without notice in order to comply with a valid legal process such as a subpoena, court order, or search warrant.

The Communications Act requires us to disclose personally identifiable information to a third party or governmental entity in response to a court order. If the court order is sought by a governmental entity, the Communications Act requires that you are afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At such a proceeding, the Communications Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. In addition, under the authority of an administrative subpoena, state welfare agencies may obtain the names, addresses, and certain other information of individuals as they appear in the subscriber records of the satellite company with respect to those who, for example, owe, or are owed, welfare or child support. This information may be obtained without a court order and does not require that a subscriber be given notice of and the opportunity to contest the disclosure.

We may also use or disclose personally identifiable information about you without your consent to protect our customers, employees, or property; in emergency situations; and to enforce our rights under our terms of service and policies, in court or elsewhere.

V. How to Limit Kiwisat’s Use and Disclosure of Your Personally Identifiable Information

You may at any time request us to prohibit or limit: 1) disclosure of your personally identifiable information for "mailing list" purposes; 2) collection of viewer measurement data from your set-top box; or 3) delivery of addressable advertisements to your set-top box that were selected for you using your personally identifiable information. However, your request for us to prohibit or limit addressable advertisements will not limit the quantity of advertisements in our services but may reduce the relevancy of such advertisements to you. To limit any of these uses, you must contact us in writing at Kiwisat LLC, Attn: Privacy, {Address}. Be sure to include your name, address, telephone number, and your Kiwisat account number. The written request should be signed by the person who is identified in our billing records as the subscriber. If you have a joint account, a request by one party will apply to the entire account. If you have multiple accounts, your notice must separately identify each account covered by the request.

VI. How We Protect Your Personally Identifiable Information

We use commercially reasonable efforts to prevent unauthorized access to personally identifiable information by anyone other than you or Kiwisat. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

VII. How Long We Maintain Your Personally Identifiable Information

Kiwisat maintains personally identifiable information about you in our regular business records while you are a subscriber to our satellite television service or other services and for a period of time after you are no longer a subscriber if the information is necessary for the purposes for which it was collected, to satisfy legal or tax requirements or for business purposes. If there are no pending requests or court orders for access to this personally identifiable information, no other legal reasons to retain such information, and no open items on a subscriber's account (e.g., balances due, credit balances, unreturned or damaged equipment, etc.), then Kiwisat destroys social security number and bank account and/or credit card number information two (2) years after a former subscriber's last account disconnect date or last payment transaction date, and other personally identifiable information other than service address three (3) years following a subscriber's termination of Kiwisat services. Kiwisat disassociates service address information from any remaining account information seven (7) years after account disconnect date.

VIII. Examining Personally Identifiable Information

You may examine your personally identifiable information we collect and maintain in our regular business records (generally, billing and account information). If you wish to obtain a copy of the information, please mail a written notarized request for a copy of your personally identifiable information to Kiwisat LLC, Attn: Privacy, {Address}, giving us a reasonable period of time to locate and prepare the information for your review. All requests must include your Kiwisat account number. We will mail the information to you at your current billing address. You will be permitted to request only records that contain personally identifiable information about you and no one else. In order to protect you and ensure that the request is being made by the true person to whom the information pertains, we will process only notarized requests.

You will be provided a reasonable opportunity to correct errors if any of the personally identifiable information is inaccurate.

IX. Your Recourse for Violation of Your Privacy Rights

If you believe that you have been aggrieved by any act of ours in violation of the Communications Act with respect to your personally identifiable information, you may bring an action seeking damages, attorney's fees, and litigation costs reasonably incurred. Any dispute relating to your privacy rights or arising out of this Notice is subject to any dispute resolution procedures or provisions provided in your Residential Customer Agreement.

X. Changes to This Notice

We may modify this notice at any time. We will notify you of any material changes through written, electronic, or other means as permitted by law.

Last Revised: May 2, 2018