

Starlink Aviation 300MPH and 450MPH Plans Terms of Service

Starlink (known as “Starlink” in these Terms) offers two-way satellite-based internet service (“Services”) and Starlink antenna, Wi-Fi router and mount (“Starlink Kit” or “Kit”) to you, the customer, subject to these Starlink Aviation Priority Service Terms (“Terms”) for the country in which you use the Services. These Terms, those terms incorporated by reference, and the details you agree to in your order when you apply for Services (“Order”) form the entire agreement between you (“customer” or “user”) and Starlink (“Agreement”). Please click [here](#) to identify the business entity providing the Services, as referenced in the Standard Terms of Service applicable to your country.

1. Agreement to Purchase the Starlink Kit and Services.

- 1. No Resale or Unauthorized Agency.** You may not resell access to the Services to others as a stand-alone, integrated or value-added service under this Agreement (whether acting as an agent, introducer or in any other capacity), unless authorized by Starlink. Notwithstanding the foregoing, if you purchase a Priority Plan (as described in the [Service Plan Descriptions](#)), you may resell access to the Services as community Wi-Fi or a “hotspot” to third-parties, such as to hotel guests or boat passengers. In addition, you may not purchase an excessive number of any item available for purchase in the Starlink shop (“Accessories”), as determined by Starlink in its sole discretion. See additional limitations in Section 8 of this Agreement. A violation of this Section may result in Service termination.
- 2. Payments for Purchasing a Starlink Kit and Title Transfer.** For customers purchasing a Starlink Kit, you authorize Starlink to charge your approved payment method for a one-time purchase price on the balance of your Starlink Kit and any accessories, including applicable shipping, handling and taxes, as is described in the Order. Starlink will transfer title to the Starlink Kit and any accessories to you upon delivery to customer's location.
- 3. Payments for Monthly Service Subscription.** You authorize Starlink to charge your approved payment method for –

a) **Monthly Service Fee.** The first charge for the Services selected in your Order will be on the earlier of (i) the date you activate the Starlink Kit; (ii) 7 days after Starlink delivers your Starlink Kit, or (iii) if no delivery date is available, 30 days from the date your Starlink Kit was shipped (“Payment Due Date”). Even if you do not use Services in a given month (unless your [Service Plan](#) is eligible to be paused), the monthly Service fee is due each month.

Starlink will automatically charge your approved payment method for the second and all subsequent monthly service fees on the anniversary of the Payment Due Date;

b) **Priority Plan Top-Up Data.** For Priority Plans, charges for Top-Up Data (as defined in the [Service Plan Descriptions](#))) will be reflected on the invoice for the following monthly billing cycle, as further described in [Service Plan Descriptions](#). Starlink will automatically charge your approved payment method for any Top-Up Data on the Payment Due Date for the following monthly billing cycle; and

c) **Monthly Kit Access Fee.** You will be charged a fee to access the Starlink network (“Monthly Kit Access Fee”) as described in the Order.

4. **Payment Method.** You authorize Starlink to charge an approved payment method, including bank-to-bank payments, credit or debit cards (where available) for all charges made under the Agreement, including applicable taxes and fees. Use of a credit or debit card is subject to the terms and conditions in your card member agreement, including fees that may be charged by the issuer. If there is a change to your bank or card account information, including expiration date, you must update your payment information in the Starlink Customer Portal to avoid suspension or termination of Services and to enable Starlink to process refunds. Starlink may also update your payment method data with information provided by the payment service providers. You authorize us to continue to charge your payment method following any update to your information.
5. **Shipping & Handling.** Shipping and handling charges will apply and are non-refundable. Please consult your Starlink account for an estimate of delivery times. Deliveries may require signature. Starlink will use the carrier of its choice.
6. **Taxes, Fees, Surcharges.** In addition to charges for the Services, the Starlink Kit, and any accessories you buy, we may collect or request reimbursement for taxes and other fees and surcharges required by law, including, without limitation, value added, goods and services, consumption, sales, use, gross receipts, excise, and access. You are also responsible for any additional government fees, rights of way charges, license or permit fees, and any other duties, charges or surcharges imposed on the sale or use of the Services or Starlink Kit.
7. **Bills, Payment Disputes & Suspended Services.** Bills are provided to customers on a monthly basis only through the Starlink Customer Portal.

Disputes on your Starlink bill should be handled via your account in the Starlink Customer Portal. In the event of a billing dispute, you must timely pay all undisputed amounts. If the payment dispute is resolved against you, or if you simply fail to pay for Services on time, you must pay the amounts due or your Services will be suspended until the overdue amounts are paid.

8. **Software Updates and License Terms.** Software copies and updates installed on the Starlink Kit are not sold, only licensed to you personally (on a non-exclusive, non-transferable, limited and revocable basis), for use as installed on the Starlink Kit and subject to [Software License and Usage Terms](#), and restrictions that Starlink posts on the Starlink Customer Portal. Starlink reserves all intellectual property rights and other rights and interests in the Starlink Kit, the Services, and the software, and grants no license, except as expressly granted in this Agreement.

2. Starlink Kit Installation.

1. **Kit Install Guidelines.** You are responsible for the installation of the Starlink Kit in a location that has a clear field of view of the sky, per the Starlink App and the Install Guide available in the Starlink Customer Portal. You shall not modify the Starlink Kit in a manner (including cosmetic/paint changes) that contradicts the Install Guide or would otherwise alter the transmission characteristics of the equipment, including placing the antenna under a cover/radome, unless approved by Starlink. At Starlink's sole discretion, if we determine that your installation or modification of a Starlink Kit has resulted in a material degradation of the Service or equipment, the equipment Limited Warranty may be voided. Should use of the Services require any construction or alteration to your property, Starlink is not obliged to reimburse any expenses or restore your property to the same physical state as prior to delivery of Services. If you require a permanent roof or vehicle mount installation, you acknowledge the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to your roof, vehicle, vessel for penetration of the membrane. Follow the Install Guide. **If you cannot safely install the Starlink Kit, do not install it and seek professional assistance.**
2. **Kit Install Authorizations.** It is your responsibility to ensure compliance with all applicable building codes, zoning, ordinances, business district or association rules, covenants, conditions, restrictions, lease obligations and landlord/owner approvals and requirements for the installation of the Starlink

Kit, to pay any associated fees or other charges, and to obtain any permits and other authorizations necessary for the Services and the installation of the Starlink Kit.

3. **IN-MOTION USE PROHIBITED FOR UNDESIGNATED KITS, COUNTRIES AND USES.** YOU ARE PROHIBITED FROM INSTALLING OR USING A KIT ON A MOVING VEHICLE OR VESSEL UNLESS STARLINK HAS DESIGNATED YOUR SPECIFIC KIT MODEL AND/OR MOUNT FOR IN-MOTION USE AND HAS OBTAINED ALL REQUIRED IN-MOTION APPROVALS IN THE COUNTRY OF USE. NOTWITHSTANDING THE FOREGOING, INSTALLATION OF A KIT ON THE EXTERIOR OF AN AIRCRAFT OF ANY KIND IS PROHIBITED. SERVICES IN-MOTION ON AN AIRCRAFT, VEHICLE OR VESSEL (e.g., CARS, VANS, RVs, BOATS) VIA AN UNAUTHORIZED KIT OR COUNTRY IS PROHIBITED, WILL VOID THE LIMITED WARRANTY OF YOUR KIT, AND MAY BE GROUNDS FOR TERMINATION OF YOUR AGREEMENT WITH STARLINK PER SECTION 4.5 OF THESE TERMS. Visit [Starlink FAQs](#) for a description of the Starlink Kit models designated for in-motion use.

4. **AIRCRAFT USE DISCLAIMER; ASSUMPTION OF RISK.** YOU EXPRESSLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT THE STARLINK KIT AND SERVICES (A) HAVE NOT BEEN DESIGNED FOR USE ON AIRCRAFT; AND (B) HAVE NOT BEEN CERTIFIED OR OTHERWISE APPROVED FOR USE ON AIRCRAFT BY THE FEDERAL AVIATION ADMINISTRATION OR ANY OTHER CIVIL AVIATION AUTHORITY. YOU AGREE THAT ANY USE OF THE STARLINK KIT OR SERVICES ON AN AIRCRAFT IS AT YOUR SOLE RISK, THAT STARLINK WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF SUCH USE AND THAT YOU WILL INDEMNIFY STARLINK FOR ANY LOSSES IT SUFFERS IN ACCORDANCE WITH SECTION 7, BELOW. YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS IN CONNECTION WITH YOUR USE OF THE STARLINK KIT AND SERVICES, INCLUDING, WITHOUT LIMITATION, ALL LAWS AND REGULATIONS ADDRESSING USE OF PORTABLE ELECTRONIC DEVICES ON AIRCRAFT. YOU AGREE THAT THE SERVICES ARE ENTERTAINMENT AND GENERAL USE SERVICES AND ARE NOT SUITED OR INTENDED AS A FLIGHT-CRITICAL, MISSION-CRITICAL OR SAFETY-OF-LIFE SERVICE. SUCH UNINTENDED USE OF THE SERVICES AND STARLINK KIT BY YOU, YOUR EMPLOYEES, FLIGHT CREWS, OR OTHER PERSONS IS AT YOUR SOLE RISK.

5. **Kit Installation on Moving Vehicles.** For Kits and mounts designated for in-motion use, you agree and are responsible for taking proper precautions for ensuring that the equipment mount is installed on a structurally sound, horizontal surface. You acknowledge that equipment falling into the road or off a vessel due to poor installation practices can cause serious accidents resulting in bodily injury. You shall not mount a Starlink Kit on any vehicle or vessel if it is not stable, or if it cannot be properly secured as described in the Install Guide and used with the proper mount designed for in-motion use. If no in-motion specific mount is available from Starlink, you are responsible for ensuring the Starlink Kit is installed properly and safely. Per Section 2.3, you shall not mount a Starlink Kit on the exterior of any aircraft.

3. Service Plans.

1. **Aviation Priority Service Plans.** The Priority Service Plans are designed for high-bandwidth use in motion. Stated speeds and uninterrupted use of the Aviation Service Plans are not guaranteed and may vary by geographical area. See the [Starlink Specifications](#) for details on the typical performance. The Aviation Priority Service Plans are **not** eligible for the Priority Plan Service Level Agreement. You **cannot** pause with Standby Mode at any time. Aviation Priority Service Plan users will purchase fixed units of Priority data each month as described in the Order (“Data Blocks”). Priority data is given network precedence over Residential and Roam data, meaning users will typically experience faster and more consistent download and upload speeds. Unused Priority data in a Data Block does not rollover to the next month. If you manually add one or more Data Block(s) partway through the monthly billing cycle, the change will not take effect, and you will not be charged for such Data Block(s), until the next monthly billing cycle begins. As a courtesy, Starlink may send you alerts to notify of your data usage in a given month. There is no guarantee you will receive such alerts and, by the time you receive them, your actual data usage may already have expired, or be different than what is described in the alert. Starlink may immediately suspend your Services if your new location is not in an authorized territory (marked “Available or Waitlist”) on the Starlink map: starlink.com/map.

2. Types of Plans.

- a) **300MPH Plan.** The 300MPH Plan allows you to use Services in-motion up to 300 mph.
- b) **450MPH Plan.** The 450MPH Plan allows you to use Services in-motion up to 450 mph.

3. Top-Up Data.

a) **Top-Up Data Opt-In.** For Aviation Priority Plans, if you exhaust the Data Block(s) purchased for a given monthly billing cycle, you can, at any time during a given monthly billing cycle, elect (opt-in) to be assigned and charged a fixed amount of “top-up” Priority data (“Top-Up Data”). Once the initial Top-Up Data is exhausted, additional Top-Up Data will be automatically assigned. Top-Up Data charges will be reflected on the invoice for the following monthly billing cycle. Unused Top-Up Data does not rollover to the next monthly billing cycle. You can track your Top-Up Data usage at any time via the Starlink App or via your Starlink account. **Once you opt-in, you will be automatically billed for Top-Up Data used until you opt-out, including in following monthly billing cycles.** You may opt-out of purchasing additional Top-Up Data at any time via your account in the Starlink Customer Portal or via the Starlink App. Changes to the Top-Up Data Setting mid-month will take effect immediately. Additional details can be found in the [Starlink FAQs](#) and [Starlink Fair Use Policy](#).

b) **Top-Up Data Opt-Out.** If you purchase an Aviation Priority Plan, the default setting is you will be opted-out of being assigned and charged Top-Up Data. You may either (i) opt-in to Top-Up Data as described above, or (ii) manually purchase additional Top-Up Data as needed once your Data Block(s) is exhausted. If you exhaust your Data Block(s) purchased for a given monthly billing cycle and you do neither (i) nor (ii), your Service will be limited to substantially slower speeds (e.g., up to 1Mbps download and 0.5Mbps upload speeds) for the remainder of the month. If you consume your Data Block(s) in a given month and are opted-in for Top-Up Data, you will automatically be assigned and charged Top-Up Data to cover the remaining data consumed that month. [Click For Country Specific Pricing for Additional Data](#).

4. **Limitations on Mobility Services.** Starlink does not guarantee when or where Starlink Aviation Priority Services will be available. Such Services are dependent on many factors, including obtaining or maintaining the necessary regulatory approvals which are subject to change. Find a list of authorized territories (marked “Available or Waitlist”) on Starlink map: starlink.com/map.
5. **Plan Changes.** If Customer changes to a different Service plan partway through the monthly billing cycle, Customer will be billed for all applicable costs associated with such Service Plan upgrade or downgrade, which may include reasonably pro-rated charges for the previous and/or newly selected Service plan.

4. Changes, Cancellation, Returns, Transfers and Termination.

- 1. Changes by Starlink.** Starlink may change or discontinue Service Plans, prices, these Terms, Kit versions, and the [Starlink Specifications](#) from time to time. Starlink will provide you with notice at least one month prior before materially adverse changes come into effect. Subject to your options and conditions under Sections 4.2 (Service Cancellation) and 4.3 (Kit Return and Full Refund) by continuing to use the Services you agree to any changes.
- 2. Service Cancellation.** You can stop the recurring monthly payment, cancel Services and withdraw at any time via your Starlink account located within the Starlink Customer Portal. To avoid being billed for the following month of Services you must cancel Services prior to your invoice statement being generated. You are not entitled to any refunds, except as set forth under Section 4.3 (Kit Return and Full Refund).
- 3. Kit Return and Full Refund.** You may return an undamaged, untampered and unmodified Starlink Kit and any accessories purchased on starlink.com within 30 days of the Payment Due Date for a full refund for any reason, including the inability to receive Services due to field-of-view issues. If you purchased a Starlink Kit or accessories, you will be refunded the price of the equipment. Should you timely return your Starlink Kit, you will also be refunded for the first month's service fee and the Monthly Kit Access Fee. To return the Starlink Kit or any accessories, follow instructions in the Return Policy in the Starlink Customer Portal.
- 4. Transferring Services and Kits.** Customers who have purchased their Starlink Kits may have the option to transfer or assign your Services to another responsible party if the account is paid-in-full, in good standing, and there is network capacity under the requested [Service Plan](#). Transferring Services is not available until the earlier of (i) 120 days after you purchased your Starlink Kit, or (ii) 90 days after you activated your Starlink Kit. Please visit <https://support.starlink.com/> or <https://starlink.com/activate> to learn more about activating Services after a Kit has been transferred or sold to a third-party.
- 5. Termination by Starlink.** Starlink may, at any time, without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Services for: (a) a violation of these Terms, including the Starlink [Acceptable Use Policy](#); (b) a request and/or order from law

enforcement, a judicial body, or other government agency; (c) unexpected technical or security issues or problems, including but not limited to a material malfunction of the Starlink network, software or hardware; (d) a failure to obtain or maintain the necessary governmental authorizations required to bring Services; (e) your participation in fraudulent or illegal activities; (f) your withdrawal of consent to allow Starlink to use your personal data to comply with applicable laws as described in the [Starlink Privacy Policy](#); (g) your failure to pay any fees owed for Services if you have not cured such non-payment within 24 days from the date of your invoice; or (h) its convenience after proper notice.

5. Limited Warranty, Disclaimers, Remedies, and Liabilities.

- 1. Limited Warranty.** The Starlink Kit and Services are subject to the following [Limited Warranty](#).
- 2. DISCLAIMERS.** EXCEPT AS SET FORTH IN SECTION 5.1 (LIMITED WARRANTY), STARLINK PROVIDES THE STARLINK KIT AND SERVICES “AS IS,” WITHOUT ANY EXPRESS WARRANTY, CONDITION OR REPRESENTATION. STARLINK DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 3. LIMITATIONS OF LIABILITY.** STARLINK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE, INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, LOST REVENUE, WORK STOPPAGE, LOSS OR CORRUPTION OF DATA, COMPUTER FAILURE, DATA SECURITY BREACH, MALFUNCTION OR ANY LOSSES OR DAMAGES RESULTING FROM THE KIT INSTALLATION, REPAIR, REMOVAL, OR OTHER ASSOCIATED SERVICES. STARLINK’S LIABILITY UNDER THESE TERMS FOR ANY INDIVIDUAL CLAIM OR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO STARLINK UNDER THESE TERMS OVER THE SIX MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY TO ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, SERVICES OR STARLINK KIT, INCLUDING ANY EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER STARLINK WAS INFORMED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND REGARDLESS OF WHETHER CLAIMS ARE ASSERTED BASED ON CONTRACT,

STATUTE, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHER LEGAL OR EQUITABLE CLAIM OR THEORY PROVIDED, EXCEPT IF AND TO THE EXTENT THAT ANY LIMITATION VIOLATES APPLICABLE MANDATORY LAW THAT THE PARTIES CANNOT DEROGATE FROM BY WAY OF CONTRACT.

4. **ASSUMPTION OF RISK.** YOU AGREE THAT YOUR USE OF THE SERVICES AND THE STARLINK KIT, AND SUCH USE BY ANYONE USING YOUR ACCOUNT, IS AT YOUR SOLE RISK. SERVICES ARE NOT SUITED OR INTENDED AS A MISSION-CRITICAL OR SAFETY-OF-LIFE SERVICE.

6. Compliance.

1. **General.** Customer agrees to comply with all laws and regulations applicable or related to the performance of obligations under this Agreement.
2. **Privacy.** Starlink processes personal information as described in its [Starlink Privacy Policy](#), as amended from time to time. To the extent applicable, the parties acknowledge and agree they are separate and independent data controllers in relation to any personal information processed under this Agreement. For avoidance of doubt, Starlink is an independent data controller with respect to personal information it processes relating to your employees, representatives or agents, and you are an independent data controller with respect to any personal information you process relating to third-party end users you grant access to the Services. Neither party shall be considered a joint data controller with respect to the information being processed, and each party shall comply with their respective obligations under applicable data protection laws. Starlink's privacy and data protection practices are in its Privacy Policy, as amended from time to time. Any personal information for which you are the independent data controller must be governed by your privacy policy, comply with applicable data protection laws, and be clearly posted for any third-party end users that you allow to use the services. For purposes of this section 6.2, "independent data controller," "joint data controller," "personal information," and "process" (and any derivation thereof) shall have the meanings set out under applicable global privacy law or regulation (e.g., GDPR).
3. **Acceptable Use Policy.** You agree not to use, or permit others to use, the Services in ways that (a) violate any applicable law or applicable regulation, (b) violate the Starlink [Acceptable Use Policy](#), or other policies available on

the Starlink Customer Portal, (c) infringe the rights of others, or (d) interfere with the users, Services, or Starlink Kit of the Starlink network or other networks. You are responsible for complying with the terms for any third-party services (e.g., video streaming or gaming apps) that you subscribe to using Starlink Services.

4. **International Trade Laws.** You must comply with all applicable export control, economic sanctions, customs/import, anti-money laundering, and anti-corruption laws and regulations (collectively, “International Trade Laws”). You acknowledge that you are only authorized to access Services at the location identified on your Order or otherwise authorized by Starlink, and you will not divert the Starlink Kit or Services to any other locations, or to users or for uses that are prohibited under International Trade Laws.
5. **Modifications to Starlink Products & Export Controls.** Starlink Kits and Services are commercial communication products. Off-the-shelf, Starlink can provide communication capabilities to a variety of end-users, such as consumers, schools, businesses and other commercial entities, hospitals, humanitarian organizations, non-governmental and governmental organizations in support of critical infrastructure and other services, including during times of crisis. However, use of Starlink Services in connection with offensive or defensive weaponry or other comparable end-uses is prohibited. Custom modifications of the Starlink Kits or Services for military end-uses or military end-users may transform the items into products controlled under U.S. export control laws, specifically the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130) or the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774) requiring authorizations from the United States government for the export, support, or use outside the United States. Starlink aftersales support to customers is limited exclusively to standard commercial service support. At its sole discretion, Starlink may refuse to provide technical support to any modified Starlink products and is grounds for termination of this Agreement.
6. **Security Measures.** You acknowledge that Starlink administers and enforces cybersecurity policies and procedures to identify and respond to incidents involving Starlink data, mitigate the effects of any such incidents, document their outcomes, and notify appropriate stakeholders (including authorities and affected data subjects, as appropriate).

7. **In-Motion Authorization.** Use of Starlink Services in-motion may require additional authorizations. Starlink may seek authorizations for you to use the Service and Kit in-motion within the territorial waters, airspace or on land for certain jurisdictions. You acknowledge and agree that you are solely responsible for (a) understanding and complying with all applicable laws and regulations associated with the use of the Services and Kit in-motion, (b) obtaining any required authorizations, where necessary, and (c) ceasing use of the Services or Kit where necessary based on the Kit's geographical location.
8. **Know Your Customer.** In connection with receiving Services, Starlink may require you to provide certain information or documentation for various purposes, including to verify your identity. In order to use the Aviation Priority Service Plans, you must provide Starlink with accurate information. Any failure to do so is grounds for Starlink to suspend Services and terminate this Agreement under Section 4.5.

7. Indemnification.

You agree to defend, indemnify and hold harmless Starlink against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or related to these Terms, any and all uses of your account, and your use of the Starlink Kit and Services. This includes, without limitation: (a) responsibility for all such consequences resulting from actions by you or any user of your account in violation of these Terms, the [Acceptable Use Policy](#), or any law or regulation; (b) negligent, reckless or intentionally wrongful act by you or any user of your account; and (c) any breach by you of any of the covenants contained in these Terms. This also includes claims related to negligent or improper installation or use of a Starlink Kit.

8. No Unauthorized Transfers; Assignments, or Acts of Agency.

1. **Transfers and Assignments.** You may not assign, sell, or transfer this Agreement, software installed on the Starlink Kit, or access to Services without Starlink's consent. Unauthorized transfers or assignments will be null and void. Starlink may terminate this Agreement for cause if you attempt to transfer Services or this Agreement. If your Starlink Kit is stolen, destroyed or otherwise removed from your premises without your authorization, you must provide notice via the Starlink Customer Portal immediately, or else you may be liable for payment for unauthorized use of the Services. You are liable for any charges or fees incurred by the use of the Services and Starlink Kit by

anyone else. Starlink can assign its rights and obligations under these Terms, in whole or in part, to any individual or entity we choose, at any time, without notice to you, in our sole discretion, and Services may be provided by one or more legally authorized Starlink affiliates.

2. **Acts of Agency.** You must create a Starlink account and enter into this Agreement for the Services in your own name. You cannot use an agent or any other representatives to purchase the Services or deal with Starlink, except where an agent or representative is (a) a household or family member, or personal caregiver, of the account holder, (b) an employee, director or officer of the account holder; or (c) any other person expressly approved by Starlink. You warrant that you have not purchased Starlink via a commercial third-party, are not acquiring the Service as part of bundled service offering provided by a commercial third-party, and have not and will not make payment to any commercial third-party in connection with the Services, except where expressly authorized by Starlink. A list of Authorized Starlink Resellers can be found in the FAQs at <https://support.starlink.com/>. Starlink reserves the right to seek information from you confirming these affirmations. Failure to follow the terms of this Section is a breach of this Agreement that may result in the termination of the Agreement for non-compliance.

9. Governing Law.

For Services provided to, on, or in orbit around the planet Earth or the Moon, this Agreement, and any disputes between us arising out of or related to this Agreement ("Disputes") will be governed by and construed in accordance with the laws of the country in which the Services are being used, and subject to the exclusive jurisdiction of the courts of the same country. For Services provided on Mars, or in transit to Mars via Starship or other spacecraft, the parties recognize Mars as a free planet and that no Earth-based government has authority or sovereignty over Martian activities. Accordingly, Disputes will be settled through self-governing principles, established in good faith, at the time of Martian settlement.

10. Agreement to Arbitrate.

1. **Please carefully read Section 10 (Agreement to Arbitrate), which applies to any Disputes between you and Starlink.**
2. **Under these Terms, you and Starlink each waive any and all rights to have a court or jury hear or decide any Disputes. Rather, Disputes will be**

settled by a single arbitrator in a binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with the United States Commercial Arbitration Rules of the AAA. To learn more about the rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

3. **Notice of Dispute.** If you have a Dispute, before initiating arbitration, you must send a written notice to starlinkresolutions@spacex.com describing your issue and your desired resolution. If your Dispute has not been resolved within 60 days of submitting a notice, you may initiate arbitration as described above.
4. **Arbitration Costs and Fees.** If you commence an arbitration against Starlink pursuant to this binding arbitration clause, Starlink will pay the arbitration fees and expenses imposed by the AAA directly. However, if the arbitrator finds your claim is frivolous or brought for an improper purpose, then Starlink may seek reimbursement of any or all fees and expenses paid to AAA for the arbitration.
5. **PROHIBITION ON CLASS ARBITRATION.** YOU AND STARLINK AGREE THAT NO DISPUTE OR CLAIM MAY BE BROUGHT OR MAINTAINED AS PART OF A CLASS ACTION OR CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR ARBITRATION, REGARDLESS OF WHETHER THE APPLICABLE ARBITRATION RULES WOULD OTHERWISE PERMIT CLASS OR REPRESENTATIVE PROCEEDINGS. ACCORDINGLY, YOU AND STARLINK MAY ONLY PURSUE A CLAIM AGAINST THE OTHER IN AN INDIVIDUAL CAPACITY, AND MAY NOT PURSUE A CLAIM AGAINST THE OTHER ON BEHALF OF ANY OTHER PERSON, AND NO OTHER PERSON MAY PURSUE A CLAIM ON BEHALF OF YOU OR STARLINK AGAINST THE OTHER. AN ARBITRATOR MAY ENTER AN AWARD ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY’S INDIVIDUAL CLAIM.

11. General Provisions.

1. **Customer Support.** Customer support is available for the Services and the Kit on the Starlink Customer Portal and <https://support.starlink.com/> for customers who have signed into the Starlink Customer Portal. You acknowledge and agree that Customer support provided over the phone may be recorded for training and quality purposes.

2. **Severability.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
3. **Eligibility.** You must be at least 18 years old (or the legal age of majority in your jurisdiction of residence) to enroll in Services.
4. **Records.** You should keep copies of these Terms and any sales receipt or other materials relevant to your purchase of the Starlink Kit and Services for your records. Starlink reserves the right to substitute, change, cancel, or add to any part of these Terms at any time upon notice to you and your continued use of the Services constitutes agreement to the updated Terms. Starlink will notify you prior to materially changing its Terms. Visit the Starlink Customer Portal for the most current Terms.
5. **Electronic Delivery Policy, Customer Consent, and Notices.** You consent to receive all agreements, updates, disclosures, policies, notices, and other information (collectively, “Notices”) provided by Starlink or its affiliates via paper and/or electronic delivery at Starlink’s sole discretion. Starlink may deliver or display Notices to you by email or pop-up window, or by posting a message on the Services or the Starlink Customer Portal. You may receive periodic texts, emails, or other communications from Starlink, such as notices regarding expiration of your account and changes to these Terms.
6. **No Waiver.** No waiver by Starlink of any breach of these Terms will be a waiver of any preceding or succeeding breach. No waiver by Starlink of any right under these Terms will be construed as a waiver of any other right. Starlink will not be required to give notice to enforce strict adherence of these Terms. A waiver must be provided in writing by an authorized representative of Starlink to be effective.