



GENERAL SERVICE TERMS AND CONDITIONS

PLEASE RETAIN FOR FUTURE REFERENCE

A) Your Service

1. These General Service Terms and Conditions (the "Agreement") sets forth the terms and conditions under which Cogeco US Finance, LLC d/b/a welo ("welo") will provide residential subscribers ("you", "your" or "Subscriber") with welo high speed internet service (each a "Service" and collectively the "Services") and associated equipment used in connection with the Services ("welo Equipment") at your premises where the Services will be installed and used ("Premises"). The additional terms and policies found at joinwelo.com/ground-rules are hereby incorporated and included by reference into this Agreement.

Your use of the Services constitutes your acknowledgement and agreement that you have read and that you understand the terms and conditions of this Agreement and that you agree to be bound by the terms of this Agreement. If you do not agree to comply with all of the terms of this Agreement, your sole and exclusive remedy is to discontinue your use of the Services.

THIS AGREEMENT CONTAINS: (1) A BINDING ARBITRATION PROVISION, WHICH PROVIDES THAT YOU AND WELO AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION; AND (2) A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS. YOU HAVE THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS.

B) Your Agreement Information

2. By signing up for, activating, using or paying for the Services, you agree to the terms and conditions set forth in this Agreement and the prices, charges, terms and conditions which welo has posted or may in the future post on its website, joinwelo.com ("Website"), all of which are incorporated herein by reference. The updated, online version of this Agreement shall supersede any prior version of this Agreement. You may obtain further information regarding the fees payable for your Services by visiting joinwelo.com and logging into your My Account page and navigating to the "Billing and

payment" page, or by contacting welo customer service via chat or SMS text.

3. You may manage your My Account page and review information about your Services and payment details by accessing your My Account page at joinwelo.com.

4. For any information on how to contact Customer Service or make a complaint with respect to your Service, you can visit joinwelo.com and chat with a welo customer care representative.

C) Your Right to Terminate Services

6. Your Agreement starts on the day you sign up for Services on joinwelo.com.

7. You may terminate your Service at any time by contacting welo customer support via chat or SMS text message or by logging into your My Account page on joinwelo.com and navigating to "Account Settings."

8. Your Agreement is for an indefinite term, i.e. it does not have an expiry date and it automatically renews every month. You are liable for the payment of the price of the Service provided to you until the date of termination. You also remain liable for the payment of all outstanding balances accrued up to the date of termination.

D) We may Terminate your Agreement or Disconnect your Service

9. welo may suspend Services or terminate this Agreement for any reason. If welo suspends Services or terminates this Agreement because you failed to comply in full with any term of this Agreement, welo may do so at any time with or without notice to you. If you reinstate any or all Services after suspension or termination, welo may require you to pay a reconnection fee, installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to welo's credit policies, this Agreement and applicable law.

10. You agree that upon termination of this Agreement you will (i) immediately cease use of the Services and welo Equipment; (ii) pay in full all applicable outstanding charges through the end of the then-current monthly subscription service period; and (iii) promptly return welo Equipment to welo.

11. The replacement costs for any unreturned welo Equipment will be provided to You either by email and/or by posting the amount due in your My Account page. Equipment values can be found at joinwelo.com/



ground-rules. In the event that welo Equipment is destroyed, damaged, lost or stolen, or not returned to welo upon termination of Services, Subscriber shall be liable to welo for the full replacement cost of any such welo Equipment. Further, Subscriber understands and agrees that welo may charge Subscriber's payment method on file at termination of Services in the amount of any outstanding balance and/or at a later date for the cost for any unreturned welo Equipment, in accordance with applicable law. All applicable fees and charges will accrue until the date of termination.

E) Amending your Agreement

12. welo may change, amend, alter, or modify this Agreement at any time. welo may notify you of any change by any of the following ways, as determined in our discretion: (1) by posting it on joinwelo.com/legal; (2) by sending you an email to the address for your account in our records; (3) by mail or delivery service to your address of record; or (4) by including it on or with your bill for Services. You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify you about important information regarding the Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, email and all postings at www.joinwelo.com. If you find any material change to this Agreement to be unacceptable, you have the right to cancel your Service, subject to term commitment obligations. If you continue to use the Services for more than 30 days after notice has been made of a change, you agree to accept those changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

C) Your Undertakings regarding the Management of your Access and Personal Information

13. Upon welo's request, you agree to provide welo with a current email address that you regularly check so that welo may provide notices and communications to you at that address.

14. You warrant that you are at least eighteen (18) years of age and that the Subscriber information that you have provided, and will provide, to welo, including without limitation, your legal name, address, telephone number(s), and payment data, if applicable (e.g. credit card numbers and expiration dates and bank account information) is accurate, complete, and current.

15. We cannot guarantee the security of your data, files, privacy or access to your welo account or the

Internet and the equipment. It is up to you to protect them. You may, for example, use passwords to control access, make backup copies of your data, install data protection software, install parental controls, etc. You will be solely liable for any damage arising therefrom.

16. We may collect personal information (such as, without limitation, your name, contact information, banking information, credit card information, date of birth, etc.) from you or other persons and organizations, with your consent or if required by law. You agree to provide us with accurate and complete information associated with your account and to notify us of any change during the term of your Agreement.

17. We assign dynamic IP addresses to you which we may change at our discretion, at any time and without notice. We will not be liable for any claim, damage, loss or cost arising from or relating to a change in the IP address.

18. welo will respect your privacy interests, including your right to limit disclosure of certain information to third parties in the manner described in welo Customer Privacy Notice. This document was delivered to you together with other documents relating to the Services, and welo will deliver it to you annually as long as you are receiving welo's Services. You acknowledge that you have received welo's Customer Privacy Notice and that you expressly consent to the terms of that policy. You can view the most current version of the Customer Privacy Notice on the Website. welo reserves the right to amend its policies from time to time.

D) Your General Undertakings

19. You shall not resell or redistribute access to the Services in any manner without the express prior written consent of welo. You agree that the Services and welo Equipment will only be used by you or by any other person, whether authorized by you or not, for lawful purposes and agree that it will not be used for transmitting or receiving any communication or material that in welo's sole judgment may constitute a crime, give rise to civil liability, or otherwise violate any applicable local, state, or federal law or regulation. You understand that welo reserves the right to act immediately and without notice to you to terminate or suspend the Services and/or to remove from the Services any information transmitted by you or to you if welo (i) determines that such use or information does not conform with the requirements set forth in this Agreement; (ii) determines that such use or information



interferes with welo's ability to provide the Services to you or others; (iii) determines that such information or use interferes with the rights of other subscribers; (iv) determines that you demonstrate abusive, violent, destructive, menacing or harassing behavior to welo employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners, or the public; or (v) reasonably believes that such use or information may violate any law or regulation. You understand that welo's action or inaction does not constitute review or approval of your or any other user's use or information.

20. You must notify us immediately either in writing of any theft or illegal use of your Service or the equipment loaned or leased to you or of your account.

21. Subscriber warrants that no outstanding balances are owed to welo from previous accounts with welo. If welo finds a prior account with Subscriber that has outstanding balances owed to welo, then welo may apply any funds received to that prior account or transfer the outstanding balance from the prior account to the new Subscriber account.

22. Through use of the Internet Service, you may access certain information, content, products, and services of other third-parties, for which there is a charge. You agree that you are solely responsible for all fees or charges for these online services, products or information. In addition, you are solely responsible for protecting the security of credit card information provided in connection with any such transactions.

23. You are liable for all use of the Services, using your welo Equipment and for any and all stolen Services or unauthorized use of the Services or welo Equipment. You agree to notify welo immediately in writing or by calling welo's Customer Service line, as listed in Section 81, if you become aware at any time that welo Equipment is stolen or that your Service is being stolen or used without your authorization. If you fail to notify welo in a timely manner, your Services may be terminated without notice, with additional charges to you.

24. You agree not to use the Internet Service for any unlawful purpose and to comply with all policies and terms of welo's Acceptable Use Policy, as posted on the Website. You also agree that welo may change the Acceptable Use Policy from time to time without notice by posting updated versions on the Website or another website about which you have been notified. The Acceptable Use Policy is incorporated into this Agreement by this reference. If you, and/or any user of your Service, fail to abide by any of the terms of the

Acceptable Use Policy, as updated, welo may terminate this Agreement and the provision of the Internet Service to you. Additionally, welo reserves the right to charge you for any direct or indirect costs we may incur in connection with your failure to abide by this section or the Acceptable Use Policy. You and other users of the Internet Service should periodically review the Acceptable Use Policy to conform to the most recent version.

E) Access to your Home

25. Subscriber authorizes welo and its employees, agents, contractors, and representatives to enter your Premises in order to install, activate, deactivate, maintain, inspect, repair and remove welo Equipment and the Services. welo will arrange access at reasonable times agreeable to you and welo. You warrant that you are either the owner of the Premises or that you have the authority to give welo access to the Premises.

26. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply welo or its agent, if requested, the owner's name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

27. welo shall not be liable for any damage, loss or destruction to your Premises or your property or associated equipment during installation, including but not limited to any damage to, or loss or destruction of, any property, hardware, software, files or data. YOU UNDERSTAND THAT THE INSTALLATION, ACTIVATION, DEACTIVATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICES OR WELO EQUIPMENT MAY RESULT IN DAMAGE TO YOUR TELEVISION, COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE, SOFTWARE CONFIGURATION AND DATA FILES STORED THEREON. YOU SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES.

F) Invoicing and Payment

28. Subscriber will pay all charges and fees for the Services, including, but not limited to, installation/service call charges, monthly service charges, welo Equipment charges, applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on welo,



permitted fees and cost recovery charges, or any programs in which welo participates, including, but not limited to, universal service fund, rights-of-way access, and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Services. You will be responsible for paying any governmental or quasi-governmental imposed fees and taxes that become applicable retroactively. welo will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case welo may elect not to provide notice except where required by applicable law. Not all fees apply to all Services.

29. Subscriber acknowledges receipt of the schedule of applicable fees and charges for the Services. Subject to applicable law, welo will have the right from time to time to change the amount of fees and charges and/or its method of invoicing for Services at its discretion. Such changes may include imposing fees and charges for new services or features. Monthly service, equipment and other fees will be payable monthly in advance. Other charges, if any, will be billed according to welo's then current invoicing policies.

30. welo will issue a summary invoice statement to you monthly. All charges are due on the date specified on your monthly invoice. Services are provided to you on a month-to-month basis. You will generally be invoiced monthly, in advance, for recurring service charges, welo Equipment charges, and fees. Your first invoice may include charges from the date you first begin receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring services you have received.

30. If you receive Services under a promotion, then-current standard charges for the Services will apply after the promotional period ends. welo does not waive its rights to collect the full balance owed to welo by accepting partial payment. welo will apply the partial payment to the outstanding charges in the amounts and proportions that welo determines. To the fullest extent permitted under applicable law, you will be responsible for the full monthly invoice (without pro-ration) for those Services that you have subscribed to on a monthly basis, regardless of your termination of such monthly Service prior to the end of the then current billing period. Unless you cancel Service on or before the last day of the current monthly billing period, you will be charged in full for the Services during the following monthly billing period. The monthly billing period can be found on your invoice. welo reserves the

right to charge Subscriber for the full amount of any upgraded monthly subscription service(s) (including any add-on service(s) or product(s)) that are cancelled or terminated prior to the end of the then current billing cycle.

31. The payment methods available to you are credit card and pre-authorized debit.

32. By submitting your payment information to welo for the purchase of Services, Subscriber authorizes welo to continue charging, debiting or transferring amounts due for all monthly fees (including, without limitation, monthly service fees and welo Equipment charges, as well as applicable taxes and fees), and any other charges incurred by Subscriber which are payable to welo pursuant to this Agreement, until you withdraw consent. You agree to inform welo immediately of any change in your credit card (including without limitation, a change in expiration date), direct debit, electronic funds transfer or bank account information. Use of any credit card to pay for the Service is governed by the applicable card issuer agreement. If we do not receive payment from your credit card issuer, you agree to pay all amounts due upon demand. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on payments accepted by us and any such notations shall have no legal effect.

33. Subject to applicable law, you must notify welo of any invoicing errors or other requests for refund within thirty (30) days of the date on the invoice. You understand that, from time to time, welo may inadvertently fail to invoice you for charges or fees incurred by you in connection with your use of the Service. In such an event, you agree to pay any such charges or fees when invoiced by welo, without regard to when those charges or fees were incurred by you.

34. Some welo internet plans include a "Price for Life" guarantee. The monthly recurring price for your Service will not change for as long as the Service remains active at the original installation address and the account remains in your legal name. This protected price includes the monthly rental fee for the included WiFi 6 Gateway. At its discretion, welo may increase your Service speeds at no additional cost. This guarantee does not apply to one-time fees, seasonal suspension fees, government-imposed taxes, or fees for optional add-on services, such as additional WiFi extenders.



G) Late Payment Charge

35. If payment is not received by the due date stated on your invoice, late fees and/or collection charges may be assessed against you and your Services may be suspended, downgraded, restricted, cancelled, or terminated without notice. Service suspension, restriction, or termination could result in loss of your welo provided telephone number and/or email address associated with your Services. You may be required to pay a reconnect fee, activation fee, and/or a security deposit, in addition to all past due charges, before the Services are reconnected.
36. If welo is required to use a collection agency or attorney to collect moneys owed by you or to assert any other right welo may have against you, you agree to pay the reasonable costs of collection or other action. These costs include, but are not limited to, any collection agency's fees, reasonable attorney's fees, and arbitration or court costs.
37. Any late fees and related fees, charges, and assessments due to late payment or nonpayment are not interest, credit service charges, or finance charges. Such fees, charges, and assessments are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of welo's costs resulting from late payments and nonpayment. These costs will be difficult to calculate or to predict at the time such late fees and related fees, charges, and assessments are set, because welo cannot know in advance (i) whether you will pay for the Services on a timely basis; (ii) if you do pay late, when you will actually pay; and (iii) what costs welo will incur because of your late payment or nonpayment.

H) Use of Equipment and your Service

38. welo Equipment delivered to you and/or installed on your Premises to receive the Services shall remain the property of welo. You assume the risk of loss, theft or damage to welo Equipment at all times prior to the removal of welo Equipment by welo or return of welo Equipment by you. A valid credit card or cash deposit may be required as a condition for the provision of certain equipment. You must use welo Equipment to access the Services. The monthly rental fee, if any, is listed on your invoice. You agree to return welo Equipment to welo within ten (10) days, if your Service is terminated or cancelled by either you or welo. You agree not to sell, transfer, lease, encumber, or assign all or any part of welo Equipment to any third party. You agree to

pay welo the cost of the full replacement of any welo Equipment if such welo Equipment or part thereof is lost, stolen, unreturned, damaged (excluding normal wear and tear), sold, transferred, leased, encumbered, assigned or if for any other reason you fail to return welo Equipment at the end of your Service. You further agree not to tamper with welo Equipment or change its identifier or electronic serial number or address. You acknowledge that welo Equipment is merely a means for welo to provide you the Service and that welo may remove or change it at welo's discretion. You agree not to use welo Equipment for any purpose other than to use the Service in accordance with this Agreement.

39. Subscriber agrees that welo is not responsible for the operation, maintenance, service or repair of Subscriber's television, computer, media players, speakers, receivers, cable modem, wireless router, cellphones, tablets, mobile devices, radio or any other consumer electronics, which may, from time to time, be connected to the Services. "Customer Equipment" means software, hardware or services that you elect to use in connection with the Service(s) or welo Equipment that is not provided or leased by us. You agree to allow us and our agents the rights to insert CableCARDS and other hardware in the Customer Equipment, send software and/or "downloads" to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment.

40. If you use Customer Equipment, you warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents to access the Customer Equipment to perform the activities described in the previous paragraph. Customer Equipment that does not meet our minimum technical or other specifications constitutes "Incompatible Equipment", including, but not limited to, modems not currently certified by us as compatible with Internet Service or Voice Service; Customer Equipment, including, but not limited to: certain fax machines, dial-up modems, rotary-dial phone handsets, answering machines, and traditional Caller ID units. We reserve the right to deny support for the Service(s) and/or terminate Service(s) if you use Incompatible Equipment. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS WARRANTS THAT INCOMPATIBLE EQUIPMENT WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICE(S). YOU ACKNOWLEDGE THAT INSTALLATION, ACCESS, OPERATION OR USE OF INCOMPATIBLE EQUIPMENT COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO



CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR WELO EQUIPMENT. NEITHER WE NOR ANY OF OUR AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.

41. You may install wiring inside your Premises (“Home Wiring”), such as additional cable wiring and outlets, provided it does not interfere with the normal operations of welo’s wiring and network. If you have welo install or repair Home Wiring, welo will charge you for that installation or repair. Regardless of who installed it, welo considers the Home Wiring your property or the property of whomever owns the Premises. Accordingly, you are responsible for the repair and maintenance of the Home Wiring, unless you and welo have agreed otherwise in writing. If you do not own the Premises, contact your landlord or building manager about the installation, repair or maintenance of Home Wiring. For multiple dwelling units or commercial installations, the Home Wiring shall not be deemed a fixture or part of the Subscriber’s Premises unless the Subscriber purchases the Home Wiring when Services are terminated.

42. You agree to use welo Equipment only at the address indicated in your Agreement unless you have contacted Customer Service in advance.

43. Subject to applicable law, welo has the right to change our Services, welo Equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to, or otherwise change features or offerings contained in the Services, including, but not limited to, content, functionality, hours of availability, subscriber equipment requirements, speed, and upstream and downstream rate limitations. welo may notify you of any change by any of the following ways, as determined in our discretion: (1) by posting it at www.joinwelo.com; (2) by sending you an email to the address for your account in our records; (3) by mail or delivery service to your address of record; or (4) by including it on or with your invoice for Services. You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify you about important information regarding the Service by these methods, you agree it is your responsibility to regularly check your postal mail, email and all postings at www.joinwelo.com. If any material change negatively affects your Services, you have the right to cancel your Service. If you continue to receive the Services for more than 30 days after the change, you agree to accept the change(s).

44. The Services and welo Equipment, including any firmware or software embedded in welo Equipment or used to provide the Services, are protected by

trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a limited, non-sublicensable, non-transferable revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in welo Equipment or used to provide the Services. You expressly agree that you will use welo Equipment exclusively in connection with the Services. You shall not reverse, compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software. If you decide to use the Services through an interface device not provided by welo, which welo reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights to use that interface device with the Services, including all software and firmware licenses. You will indemnify and hold harmless welo against any and all liability arising out of your use of such interface device with the Services.

45. You may choose to provide and use your own compatible modem rather than renting welo Equipment. If you use your own equipment, you are responsible for ensuring it is compatible with our network and meets our minimum technical specifications. By opting to use your own modem, you acknowledge that: (i) welo cannot troubleshoot, maintain, or repair equipment it does not own; (ii) you must contact the manufacturer for any hardware-related issues; and (iii) you will not have access to certain features included with welo Equipment, such as the Plume Home app, built-in security features, and parental controls. welo continues to provide support for the Service connection itself, but is not liable for any failure or damage caused by the use of third-party equipment.

H) Consent to Contact and Recording

46. You acknowledge and agree that all communications between you and welo may be recorded or monitored by welo for quality assurance or other purposes, subject to applicable law.

47. You consent to receiving calls and texts from welo and/or our agents or vendors at the phone number you provide to welo verbally or via our website, email or text, as part of our established business relationship, and regardless of whether the phone number is on the federal Do-Not-Call Registry (or state equivalent(s)), for



any purpose, including sales, promotions, customer care and/or collections, placed by any means, including autodialed or prerecorded voice calls, and text messages. Consent is not a condition to purchase any goods or services. You may withdraw this authorization by contacting us. Please note that we are permitted to send service-related text messages to customers such as service notifications, bill reminders, or outage and repair information without your express authorization, but will not do so upon your request. You acknowledge that you are responsible for charges for incoming text messages on your wireless phone(s). By providing a mobile phone number, you confirm that you are the current owner/subscriber of the mobile phone number provided or that the current owner/subscriber of this mobile phone number authorized you to provide this number (collectively, "Current Owner") to welo. You understand that by providing this mobile phone number, the Current Owner consents to being contacted by welo and/or our agents and vendors at the mobile number provided. You agree to notify us immediately if there is any change in the information that you have provided to us, including without limitation any change in your telephone number or mobile telephone number.

48. welo may send you text communications when scheduling technician or other appointments. We will provide you the option of agreeing to receive such communications by text, along with instructions on how to opt in to receiving future text communications. As always, message and data rates may apply for any messages sent to you from welo and to welo from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

49. welo may from time to time send you text communications containing welo Offers marketing and promotional materials about our products and services. We will provide you the option of agreeing to receive marketing text communications to find out more about our products and services, along with instructions on how to opt in to receiving future marketing text communications.

50. welo in partnership with a third party may send you from time to time text communications for transactional purposes, such as service notifications, bill reminders, non-payment status, or outage and repair information. We will provide you the option of agreeing to receive such communications by text, along with instructions on how to opt in to receiving future transactional text communications.

51. You consent to welo emailing you, at any email address, including that of a wireless or mobile device, that you provide to welo (or that welo issues to you in connection with Internet Service), for any purpose, including the marketing of welo's current and future services. If your wireless or mobile provider charges you for receipt of such messages, you acknowledge and agree that you are responsible for paying such charges. By signing up for electronic billing statements, you agree that welo may communicate with you at the email address utilized for receipt of such electronic billing statements.

52. You may change your contact preferences at any time by visiting your My Account page at joinwelo.com.

53. You agree that unless otherwise specified, all notices required or contemplated hereunder will be provided by welo by such means as welo shall determine in its discretion. Without limiting the foregoing, you agree that welo may provide any notices required or contemplated hereunder or by applicable law, including notice of changes to any of the following: 1) this Agreement; 2) the Customer Privacy Notice; or 3) welo's rates and services, by electronic means (including email or online posting). An online version of this Agreement and the Customer Privacy Notice, as so changed from time to time, will be accessible at www.joinwelo.com or another online location designated by welo.

54. welo (or persons acting on welo's behalf) may use automated dialing systems or artificial or recorded voices to contact you or leave you messages if the call goes to voicemail. welo may use automated dialing systems to call and/or text you regarding service outages impacting your area, confirm service appointments, conduct customer satisfaction surveys or to remind you to pay overdue invoices, as well as other service-related matters.

55. IF YOU DO NOT WISH TO RECEIVE CALLS, MESSAGES OR TEXTS FROM WELO VIA AUTOMATED DIALING SYSTEMS OR PRE-RECORDED MESSAGES ON YOUR CELLULAR PHONE, YOU MAY CONTACT US ON THE WEBSITE TO OPT OUT OF SUCH AUTOMATIC CALLS. YOU AGREE TO ALLOW WELO THIRTY (30) DAYS TO HONOR YOUR REQUEST, AND FURTHER AGREE THAT WELO WILL NOT BE LIABLE FOR ANY CALLS OR TEXTS TO YOU IN THE INTERIM.



56. welo may ask you to provide consents or authorizations through electronic means, such as email or the Website to request information regarding an advertiser's products or to "opt in" to a consumer study, and any consent or authorization welo receives through electronic means from your contact information on file with welo shall be deemed to have been authorized by you.

57. welo's right to contact you as described in this Section survives the termination of this Agreement.

58. You may revoke your authorization of any of the above contact method consents at any time by visiting your My Account page on joinwel.com.

I) Disclaimer of Warranties & Limitation of Liability

58. **No Warranty:** YOU AGREE THAT YOUR USE OF THE SERVICES AND ANY WELO EQUIPMENT IS AT YOUR SOLE RISK. THE SERVICES AND WELO EQUIPMENT ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. WELO DOES NOT WARRANT UNINTERRUPTED USE OF THE SERVICES OR THAT THE SERVICES OR WELO EQUIPMENT WILL OPERATE AS REQUIRED, UNINTERRUPTED, OR ERROR FREE. WELO DOES NOT WARRANT THAT THE SERVICES OR WELO EQUIPMENT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WELO DOES NOT WARRANT THAT ANY INFORMATION, DATA OR FILES YOU SEND OR RECEIVE VIA THE SERVICES WILL BE FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO SUCH INFORMATION, DATA OR FILES. WELO DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

59. **Limitation of Liability:** WELO SHALL HAVE NO LIABILITY, AND WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGES TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, SOFTWARE CONFIGURATION, HARDWARE, DATA OR FILES. IN NO EVENT WILL WELO BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES OR PERSONAL INJURY OR DEATH ARISING OUT OF OR OTHERWISE ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES, THE INSTALLATION,

MAINTENANCE, REMOVAL OR FAILURE OF THE SERVICES OR ANY WELO EQUIPMENT. WELO SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING, DIRECTLY OR INDIRECTLY, OUT OF, OR IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING ALLEGING IN WHOLE OR IN PART THAT THE USE OF THE SERVICES OR WELO EQUIPMENT BY SUBSCRIBER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. WELO'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY WELO OF ANY OBLIGATION WELO MAY HAVE UNDER THIS AGREEMENT OR APPLICABLE LAW SHALL BE SUBSCRIBER'S ABILITY TO TERMINATE THE SERVICES OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE WELO EQUIPMENT. IN NO EVENT SHALL WELO'S LIABILITY TO SUBSCRIBER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY SUBSCRIBER DURING THE PRECEDING THIRTY (30) DAY PERIOD. IN NO EVENT SHALL WELO BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING UNDERLYING SERVICE PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR SERVICES NOT PROVIDED BY WELO.

60. Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, our liability and of our employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners is limited to the maximum extent permitted by law.

61. All representations, warranties, indemnifications and limitations of liability contained in this Agreement will survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

J) Indemnification

62. You agree to indemnify and hold harmless welo from any claims brought against welo related to: (a) your (including multiple users) use of the Services or the violation of this Agreement including, without limitation, the Acceptable Use Policy; (b) the negligence, willful



misconduct, violation of a third party's rights, or failure to comply with applicable law; © libel or slander resulting from any use of the Service; (d) infringement or misappropriation of any patent, copyrights, trademark, trade name, service mark, trade secret, or other intellectual property rights by you or any other person using the Service through you, including without limitation through combination of the Service with facilities, equipment or services provided or used by you or obtained from third parties; (e) any unauthorized, unlawful or fraudulent use of or access to the Service, except as otherwise provided by applicable law; and (f) any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition or use welo Equipment; or (g) that which arises out of the negligence or other wrongful act of you or anyone using the Service through you. The foregoing indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of welo. You agree to pay any attorneys' fees incurred by welo in bringing any action related to the Services or a breach of the terms of this Agreement by you or any other user of your Services or welo Equipment.

K) Binding Arbitration, Waiver of Class Action and Jury Trial

63. **Arbitration:** Except as expressly permitted by this Agreement, any Dispute (as defined below) involving you and welo that cannot be mutually resolved shall be resolved through individual arbitration rather than through litigation of the Dispute in court. By agreeing to this binding arbitration provision, you may be waiving constitutional or statutory rights. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may also result in limited discovery. An arbitration award is subject to limited review by a court.

As used herein, the term "Dispute" means any dispute, claim or controversy between you and welo, its affiliates, and/or each of their respective officers, directors, employees and agents regarding any aspect of your relationship with such parties that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision (as

defined in Section 78). "Dispute" is to be given the broadest possible meaning that will be enforced.

64. **Right to Opt Out:** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, INCLUDING WITHOUT LIMITATION, THE WAIVER OF YOUR RIGHT TO BRING CLASS ACTION CLAIMS PURSUANT TO SECTION 65 BELOW, YOU MUST NOTIFY WELO IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY WRITTEN NOTICE TO WELO, P.O. BOX 690066, QUINCY, MASSACHUSETTS 02269, ATTENTION: LEGAL DEPARTMENT. YOUR WRITTEN NOTIFICATION TO WELO MUST INCLUDE YOUR NAME, ADDRESS AND WELO ACCOUNT NUMBER, AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH WELO THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH WELO OR THE DELIVERY OF SERVICES TO YOU BY WELO. IF YOU HAVE PREVIOUSLY NOTIFIED WELO OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

65. **Waiver of Right to Bring Claims After One Year:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE. FAILURE TO DO SO WILL RESULT IN YOUR WAIVER OF ALL CLAIMS ARISING FROM THAT DISPUTE.

66. **Waiver of Right to Bring Class Action Claims:** ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED. FURTHER, UNLESS BOTH YOU AND WELO AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS WITH YOUR CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY.



THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT.

67. **Waiver of Consequential Damages:** ALL PARTIES WAIVE ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING FROM OR OUT OF ANY DISPUTE WITH WELO UNLESS THE STATUTE UNDER WHICH THEY ARE SUING PROVIDES OTHERWISE.

68. **Selection of Arbitrator, and Applicable Rules and Law:** The arbitration proceeding shall be administered by the American Arbitration Association ("AAA") under the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes that are in effect when the arbitration is initiated (collectively, "AAA Rules"). The AAA Rules are available at www.adr.org or by calling 800-778-7879. The Services provided to you by welo concern interstate commerce, so the Federal Arbitration Act ("FAA"), not any state arbitration law, shall govern the arbitrability of all Disputes and the application and enforceability of this Arbitration Provision. Applicable federal law or the law of the state where you receive the Services from welo, however, shall apply to and govern the substance of any Disputes. No state arbitration statute shall apply to the arbitration proceeding. If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your Dispute with welo. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

69. **Arbitration Procedures:** The party initiating the arbitration proceeding may open a case with the American Arbitration Association, Case Filing Services, by sending an email to casefiling@adr.org or through the following website: www.adr.org/Support. An explanation of the procedures for initiating an arbitration proceeding are available at www.adr.org or by calling 877-493-4185. A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by applicable law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The

arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or required by applicable law. An award granted by the arbitrator may be enforced in any court with appropriate jurisdiction over the parties. If an award granted by the arbitrator exceeds \$75,000, either party may appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right that exists under the FAA.

70. **Arbitration Hearing and Location:** If the Dispute is for \$10,000 or less, you may choose whether to conduct the arbitration solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the Dispute exceeds \$10,000, the AAA Rules will determine the right to a hearing. Any in-person hearing will take place at a location convenient to you in the area where you receive the Services from welo, unless you and welo agree or the arbitrator orders otherwise under the AAA Rules.

71. **Payment of Arbitration Fees and Expenses:** Payment of all arbitration fees and expenses will be governed by AAA Rules. welo will promptly reimburse you for payment of your filing fee, and welo will pay all filing, administration, and arbitrator fees and arbitrator expenses for the Dispute (unless the arbitrator determines that the Dispute is frivolous) if the following three conditions are met: (i) if you provide welo with 30 days' prior explicit written notice of your intent to seek arbitration, addressed to welo, P.O. Box 690066, Quincy, Massachusetts 02269; Attention: General Counsel; (ii) if we are unable to resolve the dispute within the thirty-day time period, notwithstanding your good faith cooperation in seeking to resolve the dispute; and (iii) if you thereafter initiate an arbitration proceeding regarding the Dispute described in your prior notice. You are responsible for paying fees and expenses for your attorneys, witnesses, and experts in arbitration, unless applicable law requires otherwise. welo will not seek



attorneys' fees and expenses in arbitration, unless the arbitrator determines the Dispute is frivolous. If the arbitrator determines that the Dispute is frivolous, you agree to reimburse welo for previous payments it made that are otherwise your obligation to pay under the AAA Rules and applicable law.

72. **Severability:** If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If the class action and class arbitration waiver in section 66 of this Agreement is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the Dispute will be decided by a court. If this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found to be excluded from the scope of this Arbitration Provision, YOU AND WELO EACH HEREBY AGREE TO WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY TRIAL BY JURY.

73. **Survival:** This Arbitration Provision will survive the termination of your Services with welo.

74. **Small Claims Exclusion from Arbitration:** YOU AND WELO AGREE THAT ANY CLAIM FILED BY YOU OR BY WELO THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A SMALL CLAIMS COURT WILL NOT BE SUBJECT TO ARBITRATION.

75. **Exclusion from Arbitration:** The following will not be subject to arbitration: (1) any claim filed by welo to collect outstanding balances for unpaid service or the theft of any service or equipment; or (2) any dispute over validity of either party's intellectual property rights or welo's licenses to operate its business.

L) Miscellaneous

76. This Agreement and the policies and postings referenced in this Agreement, along with the rates of your particular Service, any term commitments and Early Termination Charges associated with any promotion for your particular Services, constitute the entire agreement with respect to the Services. This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of you and/or welo or any predecessor in interest to welo with respect to the subject matter of this Agreement.

77. Except as expressly stated herein, this Agreement is not intended to give and does not give any rights or remedies to any person other than you and welo.

78. This Agreement is subject to all applicable federal, state and local laws and regulations in effect in the relevant jurisdiction(s) in which you receive your Services. If any provision of this Agreement is in conflict with any such law or regulation, or if you are entitled to more favorable rights under any such law or regulation than are set forth in any provision of this Agreement, then the terms of such law or regulation, or the rights to which you are entitled under such law or regulation, shall take priority over the relevant provision of this Agreement. If the relevant law or regulation applies to some but not all of your Services, then such law or regulation will take priority over the relevant provision of this Agreement only for purposes of those Services to which the law or regulation applies. If any part of this Agreement shall be determined to be invalid or unenforceable by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

79. You may not assign this Agreement or your rights or obligations under this Agreement without welo's prior written consent.

80. Except as otherwise provided herein, the failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

81. welo's contact information is provided on the Website. Please do not mail written correspondence with your invoice statement. Please submit all written correspondence to welo address below:

Customer Service:

welo
P.O. Box 690066
Quincy, Massachusetts 02269
Attention: Customer Service

Chat with us through our Website: www.joinwelo.com

Legal Notices:

welo
P.O. Box 690066
Quincy, Massachusetts 02269
Attention: Legal Department



82. You agree that any dispute with welo under this Agreement will be governed by the law of the state in which your Services are provided, without regard to any conflicts of law principles. You agree that all for matters other than those addressed in, and subject to, Section K ("Arbitration Provision"), the courts of such state will have exclusive jurisdiction over any legal action not subject to the Arbitration Provision, and you hereby subject yourself to the jurisdiction of such courts. All matters with respect to this Agreement, including, without limitation, matters of validity, construction, effect and performance, shall be governed by the internal laws of such state applicable to agreements made and to be performed therein between the residents thereof (regardless of the laws that might otherwise be applicable under principles of conflicts of law).

83. You agree that welo will not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of service, directly or indirectly caused by circumstances beyond its control, including but not limited to denial of use of poles or other facilities of a utility company, fiber or cable cuts, labor disputes, acts of war, natural causes, fires, floods, storms, mechanical or power failures, unavailability of rights-of-way or materials; strikes, labor difficulties, or any order, law or ordinance in any way restricting the operation of the Services.

84. In addition to the terms that are specifically noted in this Agreement as surviving termination of this Agreement, all representations, warranties, indemnifications, and limitations of liability shall survive this Agreement. welo's right to contact you shall also survive this Agreement. All other obligations of you and welo under this Agreement also survive termination if they relate to the period before termination or, if by their terms, they would be expected to survive such termination.

85. You represent and warrant that you have provided tous information that is accurate, complete and current, including without limitation, your legal name, address, telephone number(s), the number of devices on which or through which the Service is being used, and payment data (including without limitation, information provided when authorizing recurring payments). YOU AGREE TO NOTIFY US IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT YOU HAVE PROVIDED TO US, INCLUDING WITHOUT LIMITATION ANY CHANGE IN YOUR TELEPHONE NUMBER OR MOBILE TELEPHONE NUMBER. FAILURE TO DO SO IS A BREACH OF THIS

AGREEMENT. IF YOU OWE ANY OUTSTANDING AMOUNTS FOR THE SERVICE OR HAVE ANY UNRETURNED EQUIPMENT, THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL CONTINUE UNTIL YOU PAY ALL OUTSTANDING AMOUNTS IN FULL AND RETURN ALL EQUIPMENT. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

L) Additional Provisions Applicable to Internet Service

86. Customer Equipment: The personal computer and/or other devices that you use to access the Internet Service must meet minimum configuration standards. Please refer to the Website for the current specifications. welo does not install, support, maintain, repair or replace third-party hardware, including but not limited to home networks. Any questions concerning third-party hardware should be directed to the manufacturer of that hardware product.

87. Cable Modem: You may provide your own cable modem at your own cost, or you may rent the cable modem from welo. If you rent the cable modem from welo, upon termination of the Internet Service for any reason, you must return the cable modem to welo in substantially the same condition as it was in when welo originally provided it to you, normal wear and tear excepted. If you choose to provide your own modem, it must be DOCSIS compliant; provided however, that welo makes no representation about whether or to what extent any Subscriber provided modem will operate with the Internet Service. welo will have no obligation to install, support, maintain, repair or replace any cable modem that you provide. Any questions concerning a cable modem that you supply should be directed to the manufacturer of that product.

88. Software: If welo provides any third-party application or software and/or to the extent welo licenses any software, including installation tools, such software is provided for the limited purpose of facilitating your use of the Internet Service. You will not engage in, or permit any additional copying, or any



translation, reverse engineering, or reverse compiling, disassembly or modification of or preparation of any derivative works based on such software, all of which are prohibited. welo may recommend use of software, information, products, or web sites that are owned or operated by other companies. welo offers or facilitates this recommendation by application downloads, hyperlinks or other methods to aid your access to the third-party resource. While welo endeavors to direct you to helpful, trustworthy resources, welo cannot endorse, approve, or guarantee software, information, products, or services provided by or at a third-party resource. Thus, welo is not responsible for the content or accuracy of any third-party resource or for any loss or damage of any sort resulting from the use of, or for any failure of, products or services provided at or from a third party resource. When you use a third party resource, you will be subject to its terms and licenses and no longer be protected by welo's Customer Privacy Notice or security practices, which may differ from the third party policy or practices or other terms. You should familiarize yourself with any license or use terms of, and the privacy policy and security practices of, the third party resource, which will govern your use of that resource. You agree to comply with the terms and conditions of all end user license agreements accompanying any software and any such licenses will terminate upon the termination of this Agreement, and, at such time, you shall destroy all versions and copies of all software received by you in connection with the Internet Service. welo makes no warranties, express or implied, regarding the conditions of merchantability or fitness for particular purpose or non-infringement of third party rights of any product or application offered by a third-party resource. You are solely responsible for ensuring compatibility of the Internet Service with any devices, including without limitation smart home devices.

89. **Acceptable Use Policy:** You agree not to use the Internet Service for any unlawful purpose and to comply with all policies and terms of welo's Acceptable Use Policy, as posted on the Website. You also agree that welo may change the Acceptable Use Policy from time to time without notice by posting updated versions on the Website or another website about which you have been notified. The Acceptable Use Policy is incorporated into this Agreement by this reference. If you, and/or any user of your Service, fail to abide by any of the terms of the Acceptable Use Policy, as updated, welo may terminate this Agreement and the provision of the Internet Service to you. Additionally, welo reserves

the right to charge you for any direct or indirect costs we may incur in connection with your failure to abide by this section or the Acceptable Use Policy. You and other users of the Internet Service should periodically review the Acceptable Use Policy to conform to the most recent version.

90. **Multiple Users:** The Internet Service and welo Equipment shall be used only by you and by members of your immediate household living with you at the same address. You acknowledge that you are executing this Agreement on behalf of all persons who use the Internet Service. You shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and provisions incorporated herein by reference. You further acknowledge and agree that you are solely responsible for and liable for any and all breaches of the terms and conditions of this Agreement, whether the breach is the result of use of the Internet Service and/or welo Equipment, by you or by any other user.

91. **Theft of Service:** You acknowledge that any unauthorized receipt of the Service constitutes theft of service, which is a violation of federal law and can result in both civil and criminal penalties. In addition, if the violations are willful and for commercial advantage or private financial gain, the penalties may be increased.

92. **Responsibility for Content:** You acknowledge that there is some content and material on the Internet or otherwise available through the Internet Service that may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations, or may violate your protected rights or those of others. We assume no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. NEITHER WELO NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the



Internet. We make no representation or warranty regarding the effectiveness of such programs.

93. **Eavesdropping:** The public Internet is used by numerous persons or entities including, without limitation, other subscribers to welo's Internet Service. As is the case with all shared networks like the public Internet, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of the Internet Service. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. NEITHER WELO NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warranty regarding the effectiveness of these programs.

94. **Facilities Allocation:** welo reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support the Internet Service, including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with the Internet Service.

95. **Security:** You are solely responsible for taking the necessary precautions to protect yourself and your equipment, software, software configurations, files and data against any risks inherent in the use of the public Internet. Without limiting this responsibility:

Service Setup: You acknowledge that when using the Internet Service there are certain applications, such as a web browser or email client, that use protocols such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by others to gain access to your computer and operating system including all software, files and data thereon. You are solely responsible for the security of your computer and operating system or any other equipment you choose to use in connection with the Internet Service, including without limitation any software, files or data stored thereon. welo shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such applications by you, or the access by others to your computer, operating system, or other equipment of yours or the data, software or files thereon.

File and Print Sharing: The Internet Service functions in some ways as a Local Area Network (LAN) with each subscriber constituting a node on the network. As such, others may be able to access your computer, operating system, data and other equipment connected in some way to your computer and operating system. In addition, some available software includes capabilities that will permit other users to gain access to your computer, operating system, data and other connected equipment to the software, files and data stored on such equipment, even if you are not using the Internet Service. We recommend that you disable file and print sharing and other capabilities that allow outside users to gain access to your computer, operating system, or other equipment of yours or the data, software or files thereon. You acknowledge that if you choose to run these applications, you should take appropriate security measures, and that any failure by you to follow this recommendation is at your sole risk. welo shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to access by others to your computer, operating system, or other equipment of yours or the data, software or files thereon.

Information Provided To Third Parties: The Internet Service will allow you to access third parties, including without limitation, content providers, online services and other providers of goods, services and information. Some of these goods, services and information may be accessible directly from the Internet Service and others may be accessible from the third parties referenced above. In connection with this third party access, you may be requested or required to provide your name, address, telephone number, credit card number and other personally identifiable information to such third parties. If you choose to provide this information to third parties, you understand that it is not subject to the privacy provisions of this Agreement or welo's Customer Privacy Notice. You are solely responsible for any and all data, including, without limitation, encrypted data that is sent to, stored on or retrieved from any server utilized in providing the Internet Service to you. We make no representations or warranties regarding the viability, integrity or robustness of any encryption used by welo or its suppliers. welo shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to access by others to your data. You assume all privacy and other risks associated with providing personally identifiable information to third parties via the Internet Service.



96. Bandwidth Monitoring and Enforcement: We have no stated limits on usage at this time, but may implement such usage limits in the future. Any usage of bandwidth that interferes with the efficient operation of our network shall be deemed excessive for purposes of this provision. Subscriber acknowledges and agrees that welo shall have the right to monitor the "bandwidth" utilization (i.e. volume of data transmitted) arising out of the Internet Service provided hereunder at any time and on an on-going basis. In its sole discretion, welo may: (i) limit excessive use of bandwidth; (ii) suspend or terminate your account for excessive use of bandwidth; (iii) require you to upgrade your service level and pay additional fees in accordance with welo's then-current price list; (iv) require the payment of one and a half times the Internet Service charges for past excessive bandwidth usage; and/or (v) otherwise require the payment of high bandwidth usage fees. If welo determines that Subscriber has failed to comply with welo's Acceptable Use Policy or limits on bandwidth utilization, welo may suspend or terminate Subscriber's account immediately without prior notification. welo may also immediately suspend or terminate Subscriber's account for using the Internet Service to post content to the Internet that violates the Acceptable Use Policy. If Subscriber's account is suspended, Subscriber will not be charged for that period of time. If Subscriber's account is terminated, Subscriber will be refunded any pre-paid fees minus any amount due to welo for welo Equipment or other applicable fees and charges. For more information regarding welo's network management practices, please see the Network Management Disclosure on the Website.

97. Speeds Not Guaranteed: You agree that actual upload or download speeds that are experienced at any given time will vary based on many factors, including the capabilities of your equipment and equipment you have obtained from us, Internet congestion, the performance of network equipment, the strength of the Wi-Fi signal at your location, whether you have adequately protected your router from unauthorized use, the technical capabilities and demand for the content of the content provider, the distance between you and the content provider, the environmental factors, and any network management tools and techniques employed by welo. welo reserves the right to protect the integrity of its network and resources by any means it deems appropriate, including, but not limited to: port blocking, e-mail scanning, and bandwidth and e-mail usage limitations. You agree that your Internet Service is subject to welo's network management practices as posted on the Website, including any provisions related to bandwidth and data usage and storage.