



## WELO

### WEBSITE AND MOBILE APPLICATION USER AGREEMENT

This Website and Mobile Application User Agreement ("Agreement") applies to welo's website at [www.joinwelo.com](http://www.joinwelo.com), and the subdomains thereof (or its predecessor and successor URLs), together with any other features and functionality available through the website (collectively, the "Website"); social media pages; and all welo-branded software applications (all collectively referred to herein as "Mobile Application") provided by or on behalf of welo and its subsidiaries (collectively, "welo"). Your use of the Website is also governed by welo's [Website Terms of Use](#) (for visitors to the Website) and [Customer Privacy Notice](#) (for customers), available at [www.joinwelo.com/legal](http://www.joinwelo.com/legal).

This Agreement is a legal agreement between you and persons reasonably expected to use your welo account for whom you will be responsible hereunder (collectively referred to herein as "you" and "your") and Cogeco US Finance, LLC d/b/a welo. Please carefully read the terms and conditions of this Agreement. **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.**

BY USING THE WEBSITE OR BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE MOBILE APPLICATION, YOU ACKNOWLEDGE AND AGREE THAT:

- (A) YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS;
- (B) IN NO EVENT WILL THE WEBSITE AND MOBILE APPLICATION BE USED BY PERSONS UNDER THE AGE OF 13;
- (C) YOU ARE RESPONSIBLE FOR ENSURING THAT ALL USE OF THE WEBSITE AND MOBILE APPLICATION UNDER YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU, COMPLIES WITH THIS AGREEMENT;  
AND
- (D) YOU AGREE THAT THE ACCESS, DOWNLOAD, INSTALLATION, AND USE OF THE WEBSITE AND MOBILE APPLICATION ARE SUBJECT TO THE TERMS OF USE IN THIS AGREEMENT, AS WELL AS THE TERMS OF [RESIDENTIAL ACCEPTABLE USE POLICY](#), [WEBSITE TERMS OF USE](#) (FOR WEBSITE VISITORS), [CUSTOMER PRIVACY NOTICE](#) (FOR WELO CUSTOMERS), AND THE CUSTOMER AGREEMENT (COLLECTIVELY REFERRED TO AS "INCORPORATED DOCUMENTS"), AS SUCH MAY BE AMENDED FROM TIME TO TIME, AND INCORPORATED HEREIN BY REFERENCE.

"Customer Agreement" as used herein refers to: (i) the welo General Service Terms and Conditions, for residential customers.

IF YOU ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, OR DO NOT UNDERSTAND OR AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE WEBSITE OR DOWNLOAD, INSTALL, ACCESS, OR USE THE MOBILE APPLICATION; OR IF THE MOBILE APPLICATION IS ALREADY INSTALLED, YOU MUST UNINSTALL IT FROM YOUR DEVICE IMMEDIATELY.

#### Eligibility

- Companies, Organizations & Other Legal Entities. If you are entering into this Agreement on behalf of a company, organization or other legal entity, you represent that you have the authority to bind such entity and its affiliates, in which case the terms "you" or "your" shall also refer to such entity and its affiliates.
- Minors. The Website and Mobile Application are available only for individuals aged 18 years or older. BY USING THE WEBSITE OR BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE MOBILE APPLICATION, YOU CERTIFY THAT



YOU ARE AT LEAST 18 YEARS OF AGE AND THAT YOU ARE PROVIDING TRUTHFUL AND ACCURATE INFORMATION ABOUT YOURSELF.

**We may, in our sole discretion, refuse to offer the Website and/or any Mobile Application to any person or entity and change the eligibility criteria for using the Website and/or any Mobile Application at any time.**

### **License Grant**

Subject to the restrictions set forth in this Agreement as well as any restrictions set forth in the Incorporated Documents, welo grants to you a personal, revocable, non-exclusive, non-transferable right and license to use the Website and download, install, access, and use the Mobile Application, in object code form only, on any mobile device or another electronic device that you own that meets the installation requirements. Your use of the Website and Mobile Application should be solely for your personal, non-commercial purposes (for our residential customers), for authorized commercial purposes (for our commercial customers only), and only in connection with accessing and using certain features and functionalities of welo provided services. All rights not expressly granted herein are reserved by welo.

### **Third-Party Software and Websites**

The Website or Mobile Application may include software or might direct you to software that is owned by a third-party licensor. welo is authorized by its third-party software licensors to sublicense the software to you as part of the Website or Mobile Application. Your use of the Website and Mobile Application is governed by this Agreement and Incorporated Documents, unless additional third-party terms are presented to you when accessing a particular feature of the Website or Mobile Application, in which case such terms will govern your use of the applicable software and will constitute an agreement between you and the third-party licensor.

We may offer some features or advertisements on or through our Website and Mobile Application in conjunction with other organizations. Our Website and Mobile Application may also include links to other third-party websites whose privacy policies we do not control. Once you leave our Website or Mobile Application, use of any information you provide is governed by the privacy policy of the operator of the website you are visiting, which may differ from welo's privacy policies. You should contact these third-party websites directly if you have any questions about their use of the information that they collect.

### **Restrictions on Use**

You shall not use the Website or Mobile Application for any of the prohibited activities listed in section titled "Unlawful Use and Prohibited Activities" in the Acceptable Use Policy and incorporated herein by reference.

Furthermore, you agree to use the Website and Mobile Application in compliance with the terms of this Agreement and all Incorporated Documents and all applicable laws and regulations (including export controls and restrictions concerning copyright and other intellectual property rights), and not to (i) distribute or make the Website or Mobile Application available over a network where it could be used by multiple devices at the same time, (ii) publish, copy, adapt, merge, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Website, Mobile Application, or any part thereof; (iii) disassemble, decompile, reverse engineer or otherwise try to discover any source code or underlying structures, ideas or algorithms of the Website or Mobile Application (iv) attempt to create the source code from the object code for the Website or Mobile Application; (v) transmit the Website or Mobile Application over any network or between any devices, although you may use the Mobile Application to make transmissions of other materials; (vi) make any third-party software contained in the Website or Mobile Application a stand-alone product; (vii) take any action that will infringe on the intellectual property or other proprietary rights of welo or its third-party software licensors; (viii) encumber, lease, rent, loan, sublicense, assign, transfer or distribute



the Website or Mobile Application, (ix) use the Website or Mobile Application in an automated process or for the benefit of any third-party (e.g., time-share or service bureau arrangement), (x) export, transfer or re-export the Mobile Application in violation of any applicable laws; or (xi) permit any third-party to do any of the foregoing.

### **Ownership**

welo and/or its licensors own all right, title, and interest, including all related intellectual property rights, in and to the Website, Mobile Application, and content therein. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Website, Mobile Application, and content therein.

All trademarks, service marks, logos, slogans and taglines displayed on or through the Website and Mobile Application are the property of welo and its licensors, or their respective owners, and nothing contained herein should be construed as granting any license or right to use any trademarks, service marks, logos, slogans or taglines displayed on or through the Website or Mobile Application without the express written permission of welo, or such third-party that may own the trademark, service mark, logo, slogan or tagline.

### **Your Feedback**

We welcome feedback, comments, and suggestions for improvements to the Website and Mobile Application ("Feedback").

You grant us a nonexclusive, irrevocable, worldwide, royalty-free, fully paid up right and license to use any Feedback provided by you to us with respect to the Website and Mobile Application, and we can use, disclose, reproduce, license, and otherwise distribute and exploit Feedback in any manner without obligation or restriction of any kind on account of intellectual property rights or otherwise. welo will treat any Feedback you provide to us as non-confidential and non-proprietary.

### **Information We Collect**

welo's data collection, storage, and sharing practices are described in welo's [Website Terms of Use](#) (for visitors to the Website) and [Customer Privacy Notice](#) (for customers). Any personally identifiable information that we may collect from you in connection with your use of the Website or Mobile Application (for example, your e-mail address, password, or payment information) will be subject to welo's Website Terms of Use and Customer Privacy Notice, as applicable. The Customer Privacy Notice does not cover information that you send to third parties.

If you allow others to use your welo account on the Website or Mobile Application, we will also collect personal information about those individuals. If you use the Website or Mobile Application through someone else's account, we will collect information about you, but it may not identify who you are to us. We may also collect information about you from third parties. We collect this information to provide our services, communicate with you, respond to your requests, to tailor our services to best meet your needs and interests, and as described in more detail in the Website Terms of Use and Customer Privacy Notice.

We may deliver notifications to your mobile device (e.g., push notifications). You can disable these notifications by deleting the relevant service or by changing the settings on your mobile device.

You understand that your Mobile Application store (e.g., AppStore or Google Play) may collect certain information in connection with your use of the Mobile Application, such as personal information, payment information, geolocation information, and other usage-based data. welo has no control over the collection of such information by a third-party app store, and any such collection or use will be subject to that third party's applicable privacy policies.



### **Security of Information**

We take reasonable security measures to help protect the personally identifiable information collected through our Website and Mobile Application. However, as effective as any security measure implemented by welo may be, no security system is impenetrable. We cannot guarantee the complete security of our database, nor can we guarantee that information you supply will not be intercepted while being transmitted to us over the Internet. If you do not want us to know any particular information about you, do not submit it on the Website or enter it in the Mobile Application.

You understand and agree welo is not responsible for any information provided by you to third parties, and this information is not subject to this Agreement. You assume all privacy, security, and other risks associated with providing any information, including personally identifiable information, to third parties via the Website or Mobile Application. For a description of the privacy protections associated with providing information to third parties, you should refer to any privacy policies provided by those third parties.

### **Social Media**

When we make available certain social media features through social media sites, you may take such actions as are enabled by those features. Please be aware that activities on our social media sites, or facilitated by or through our social media sites, are subject to the terms and conditions of the applicable social media site(s). Any information or content provided to social media sites may be processed and used by the applicable social media sites in accordance with their policies and any agreements with welo.

### **Functionality**

You understand and agree that the Website and Mobile Application may be temporarily limited, interrupted, or curtailed due to system capacity limitations; governmental actions; equipment failures; Updates (as defined below); maintenance or events beyond welo's control. Additionally, the features, functions and performance of the Website and Mobile Application, including your ability to make a payment or view account information, may be reduced or terminated if you (i) change or end your relationship with welo; (ii) do not download an Update; or (iii) elect not to provide any information to welo. Without prior notice at any time, welo may modify or stop offering all or any part of the Website or Mobile Application.

### **Billing and Payment Features**

If you choose to make a purchase or subscribe to a feature or service of ours that requires a fee, you will be required to provide your payment information, including, without limitation, bank account numbers, credit card or debit card numbers, account details, ACH information, and similar data (collectively, "Payment Information"). When making a bill payment to welo through the Website or Mobile Application, you authorize welo and its third-party payment processors to process the payment in accordance with the Payment Information you entered. You agree that you are legally authorized to use the payment method you selected. You are solely responsible for ensuring that your Payment Information is current and accurate. You may not use the Website or Mobile Application for any illegal activity or purpose.

### **Termination**

This Agreement is effective upon your first visit to the Website, or in the case of the Mobile Application, your first download, installation, access, or use of the Mobile Application, and remains in effect until terminated. You may terminate your Mobile Application license at any time by stopping all use of the Mobile Application and deleting all copies from your computer, mobile device, and other storage media, however, the warranty disclaimers, indemnification provisions, limitations of liability, and other general legal terms set forth in this Agreement shall survive. Your Mobile Application license will also terminate (i) upon the termination of your welo service(s), or (ii) immediately, without notice, if you violate any provision of this Agreement or the Incorporated Documents. Upon termination, you



agree to uninstall all copies of the Mobile Application and destroy or return to welo any documentation and, upon welo's request, to certify in writing that all known copies, including backup copies, have been uninstalled or destroyed. All provisions relating to welo's proprietary rights shall survive the termination of this Agreement. Upon termination of your service account, welo is authorized to delete any files, programs, data, e-mail, and other messages associated with your account (and any secondary accounts); provided, any such data may be retained in accordance with the Incorporated Documents, as applicable.

### **Disclaimer of Warranties**

YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITE AND MOBILE APPLICATION, INCLUDING ALL CONTENT CONTAINED THEREIN OR ACCESSED THEREBY, ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

welo and its third-party licensors make no warranty that (i) the Website or Mobile Application will meet your requirements or will function or be compatible with your personal devices; (ii) your use of the Website or Mobile Application will be uninterrupted, accurate, reliable, timely, secure, free from viruses or other harmful components or error-free; (iii) the quality of any products, services, information or other material accessed or obtained by you through the Website or Mobile Application will be as represented or meet your expectations; or (iv) any errors in the Website or Mobile Application will be corrected or that the Website or Mobile Application will be maintained.

### **Limitation of Liability, Indemnification, Binding Arbitration, and Other Legal Terms**

You acknowledge and agree that the language on disclaimer of warranties and limitation of liability, indemnification, binding arbitration, waiver of class action, and jury trial, and other general legal terms from the Customer Agreement are incorporated herein by reference and apply to your use of the Website and download, installation, access, and use of the Mobile Application. You further agree that those terms specifically apply and extend to welo's collaborators, suppliers and/or licensors and its respective affiliates, members, managers, subsidiaries, employees, contractors, agents, officers, directors, representatives and assigns for any claims related to this Agreement.

### **Additional Terms for Apple Device Users**

The following additional terms and conditions govern your use of any Mobile Application should you choose to download it via the Apple App Store or operate it on any device you own or control which runs any Apple mobile operating system, including, but not limited to, iPhone, iPad, and iPod touch devices (each, an "Apple Device"). You hereby acknowledge that this Agreement is between you and welo, and not Apple, Inc. ("Apple") and that welo, and not Apple, is solely responsible for the Mobile Application and content thereof that you downloaded via the Apple App Store and installed on your Apple Device.

*Scope of License.* Without limiting the other terms and conditions of this Agreement, you may only use the Mobile Application on your Apple Device as permitted by the Usage Rules set forth in the [App Store Terms of Service](#).

*Maintenance and Support.* welo is solely responsible for providing any maintenance and support services with respect to the Mobile Application, as specified in this Agreement, or as required under applicable law. welo and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Application.



*Warranty.* The Mobile Application is provided subject to the disclaimers and limitation of liability sections above. If any warranty is imposed by law in respect of the Mobile Application and not effectively disclaimed by that section, then in the event of any failure of the Mobile Application to conform to such warranty, you may notify Apple, and Apple will refund you the purchase price (if any) for the Mobile Application; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to such warranty will be welo's sole responsibility.

*Product Claims.* You acknowledge that welo, not Apple, is responsible for addressing any claim you or any third-party may have relating to the Mobile Application or your possession and/or use of the Mobile Application, including but not limited to (i) product liability claims, (ii) any claim that the Mobile Application fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

*Intellectual Property Rights.* You acknowledge that, in the event of any third-party claim that the Mobile Application or your possession and/or use of the Mobile Application infringes that third-party's intellectual property rights, welo, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

*Legal Compliance.* You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, (ii) you are not listed on any U.S. Government list of prohibited or restricted parties, and (iii) you will comply with all relevant U.N. and EU sanctions and embargoes.

*Developer Name and Address.* Any questions, comments, complaints, or claims relating to the Mobile Application and/or your use of the Mobile Application must be directed to: welo, P.O. BOX 690066, Quincy, Massachusetts 02269.

*Third-Party Beneficiary.* You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement and, upon your acceptance of the terms of this Agreement, Apple will have the right (and is deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

### **Miscellaneous Provisions**

*Choice of Law.* This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws' provisions of New York or your actual state or country of residence. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in New York, and both parties' consent to the jurisdiction of such courts with respect to any such action.

*Entire Agreement.* This Agreement along with the Incorporated Documents constitute the entire agreement between the parties regarding the use of the Website and download, installation, access, and use of the Mobile Application. This Agreement supersedes all prior understandings or agreements relating to the subject matter of this Agreement. The updated, online version of this Agreement posted on the Website supersedes any prior version of the Agreement and any version that the Mobile Application may include.

*Agreement Modifications.* welo reserves the right to modify this Agreement, as well as the policies and agreements referenced in this Agreement, from time to time, in its sole discretion, by posting such changes at [www.joinwelo.com](http://www.joinwelo.com) or by making the updated version available through the Mobile Application. Your continued use of the Website or Mobile



Application after welo has modified the Agreement, constitutes your acknowledgement and acceptance of any such modification. If you do not agree to any such modification, you must immediately cease using the Website or Mobile Application.

*Assignment.* This Agreement and your rights and obligations under this Agreement may not be assigned or delegated by you in whole or in part, without welo's prior written consent. Any attempt to do so shall be null and void. welo may assign this Agreement and its rights and obligations hereunder without restriction.

*Severability.* If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

*Conflicting Provisions.* In the event of any conflict between the terms of use of this Agreement and the terms of use in the Residential Acceptable Use Policy, Commercial Acceptable Use Policy, Website Privacy Policy, Customer Privacy Notice, or the Customer Agreement, the terms of this Agreement shall control, solely with respect to the conflicting provisions and solely with respect to your use of the Website or download, installation, access and use of the Mobile Application.

*No Waiver.* The failure of welo to exercise or enforce any provision of this Agreement shall not constitute a waiver of such provision. No waiver will be effective unless in writing and signed by the party against which enforcement is sought.

*Data Usage.* Browsing the Website or downloading, installing, accessing, and using the Mobile Application on a mobile device may result in data charges being imposed by your wireless carrier, and you agree to be responsible for any such charges, or for any other charges related to sending and receiving data through your mobile device.

*Geographic Limitation.* The Website and Mobile Application are intended for use only for individuals located in the United States. Certain features and functionalities of the Website and Mobile Application are based on your geolocation and may not be available if you are located outside of your primary service address area. If you use the Website or Mobile Application outside of your primary service address area, please be aware that your information, including your personal information, may be transferred to, processed, maintained, and used on computers, servers, and systems located outside of your state or the United States, where the privacy laws may not be as protective as those in your jurisdiction. Your use of the Website and Mobile Application constitutes consent to your data transfer, processing, and use in the United States and elsewhere.

*Consent to Electronic Notice.* If you provide your e-mail address to welo through the Website and/or Mobile Application, or by e-mailing welo directly, you agree that welo may communicate with you electronically regarding administrative, security and other issues relating to your use of the Website and/or Mobile Application. You agree that any notices, agreements, disclosures, or other communications that welo sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The foregoing does not affect your statutory rights.

### **Mobile Application Support**

Error corrections, patches, and other new versions of the Mobile Application (collectively, "Updates"), if any, will be treated as the Mobile Application and subject to this Agreement (or such other terms and conditions as welo may



specify when the Update is made available). If you have any questions or comments regarding your use of the Mobile Application, please contact welo by visiting [www.joinwelo.com](http://www.joinwelo.com).

**Acknowledgments**

You acknowledge and agree that (i) you have read and understand this Agreement, (ii) this Agreement has the same force and effect as a signed agreement and (iii) issuance of this license does not constitute general publication of the Website or Mobile Application.

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