



## WELO REFER A FRIEND PROGRAM RULES

These Program Rules ("Program Rules") apply to the welo Refer-A-Friend program (the "Refer-A-Friend Program"). By referring a new customer ("New welo Customer"), receiving and using a Refer-A-Friend code ("Referral Code"), or otherwise participating in the Refer-A-Friend Program, you hereby acknowledge and agree that you have read and you understand the Program Rules and that you agree to be bound by the terms of the Program Rules. All Services are subject to welo's General Service Terms and Conditions available at [www.joinwelo.com/legal](http://www.joinwelo.com/legal).

### 1. Program Overview

This program is offered by welo ("We" or "Us") to our current customers ("Referrer" or "You") for referring New welo Customers to become a welo internet customer. We reserve the right to modify, suspend, or terminate this Program or change the Reward at any time, with or without notice. By participating in the Refer-A-Friend Program, You and the New welo Customer agree that welo may share their name, referral channel, service installation status and date and other information with the Referrer and/or New welo Customer and others, including third-party providers, for the purpose of administering the Refer-A-Friend Program.

### 2. Eligibility & Definitions

#### A. Who is a Referrer (the existing customer)

- Must be a current, active, and residential subscriber of welo internet service (the "Service").
- The Referrer's account must be in good standing (not past due, suspended, or scheduled for disconnection) at the time the Referral Code is activated.
- **Ineligible:** Employees, affiliates, partners, and corporate/business accounts are not eligible to participate as a Referrer.

#### B. Who is a New welo Customer (the referred customer)

- Must be a new residential customer who has not been an active subscriber of any welo service within the last six (6) months.
- Must submit the Referral Code when ordering Service(s) on [www.joinwelo.com](http://www.joinwelo.com).
- Must reside in an area where our services are available.
- Must meet all standard credit and service qualification requirements for a new account.
- Must remain a welo subscriber in good standing for a minimum of sixty (60) days from the date of Service activation.
- Bulk agreement accounts are not eligible to be referred for a Reward. Bulk agreement accounts are accounts subject to a bulk billing arrangement where all or substantially all of the units or residences within a multiple dwelling unit (e.g., an apartment building or complex) are receiving welo's services through a contract between welo and the owner of the multiple dwelling unit.



### 3. The Reward & Conditions for Issuance

#### A. The Reward

The Reward for both the Referrer and the New welo Customer is a credit equal \$100 USD (the "Reward").

- The Reward is issued as an **Account Credit** equal to \$100 USD.
- The Reward will be applied directly to the eligible customer's account balance.
- **Not Transferable & No Cash Value:** The Reward is **not transferable** to any other person or account and **has no cash value** outside of its application as a credit toward the Referrer's and/or New welo Customer's service bill.
- **The Reward cannot be used to cover fees associated with unreturned equipment.**

#### B. When the Reward is Earned

A referral is deemed successful and the Reward is earned only when **ALL** of the following conditions are met:

1. The New welo Customer signs up for a new qualifying welo Service using the Referrer's Referral Code.
2. The New welo Customer's new service is **activated** and **installed**.
3. The New welo Customer remains an active, paying customer, and their account remains in **good standing** for a minimum of **sixty (60) days** after activation.

#### C. Reward Application

The Reward will be applied to the accounts of the Referrer and the New welo Customer when the conditions are met.

- **Usage:** The credit will be automatically applied against future monthly service bills.
- **Cancellation:** If either the Referrer or the New welo Customer cancels service before the credit is fully used, the remaining credit value is **forfeited**.

### 4. Required Disclosures (FTC Compliance)

**Referrers MUST disclose** their relationship with welo and the Reward they receive when sharing the code. Failure to disclose may result in the termination of your participation and forfeiture of rewards.

### 5. Fraud, Abuse, and Termination

welo may withhold or invalidate any potential Reward claim it deems fraudulent, suspect, or in violation of these Program Rules, or where, welo, in its sole discretion, believes awarding a Reward or verifying and approving a transaction will impose liability on welo, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents. You may not promote the Refer-A-Friend Program through paid media, such as billboards, banner advertisements, or sponsored search results. You may not enter into an arrangement with any third party that compensates that third party for promoting the Refer-A-Friend Program or referrals and



may not combine any referral with any other monetary offer. New welo Customers may only activate one individual customer referral before ordering Service(s). You must not engage unfair or problematic practices such as spamming or harassing potential referral sources. welo reserves the right to disqualify any Referrer at any time from participation in the Refer-A-Friend Program if they do not comply with any of these Program Rules. welo's failure to enforce any term of these Terms shall not constitute a waiver of that provision.

## **6. Liability Release**

Except where prohibited, by participating in the Refer-A-Friend Program, You and New welo Customers agree to release and hold harmless welo and their respective parent companies, affiliates and subsidiaries, together with their respective employees, representatives, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, any person or entity associated with the production, operation or administration of the Program (collectively, the "Released Parties"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Refer-A-Friend Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Refer-A-Friend Program or any Reward). The content, information, links and functionality of website or webpages associated with the Refer-A-Friend Program are provided "as is" and "as available" and without warranties of any kind, either expressed or implied, including without limitation warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus or other harmful components. Without in any way limiting the prior sentence, welo does not make any representation or warranty that (i) the content and information provided about the Refer-A-Friend Program is accurate, secure, complete or otherwise free from errors and omissions, or (ii) the links and other aspects of the website or webpages associate with the Refer-A-Friend Program are functional.

## **7. Privacy**

Participation in the Refer-A-Friend Program may require a New welo Customer and/or a Referrer to submit personal information about themselves. The personal information will be collected, processed and used in accordance with welo's Privacy Policy which can be found at [www.joinwelo.com/legal](http://www.joinwelo.com/legal). In addition, personal information may be used by welo or on welo's behalf to contact individuals with regards to participation in the Refer-A-Friend Program.

## **8 General Provisions**

If multiple referrals for the same person are received, only one Reward, subject to these terms, will be provided for the referral first received by welo, as determined by welo. A Referrer and/or New welo Customer may be required to provide information about the other such as name and address in order to validate the referral and Reward eligibility. Rewards may not be combined with other referral rewards or similar programs. The Program is void where prohibited by law. welo employees who are responsible for selling welo Services and/or products, including services and/or products of Cogeco and/or its affiliates, as well as welo third party contractors, vendors and agents and their employees (including but not limited to those engaged in sales for welo or Cogeco and/or its affiliates), and all others with whom any such individuals are immediately related or domiciled (collectively referred to as "Sales Agents"), which Sales Agents shall be determined by welo in its sole discretion, are not eligible to participate in the Refer-A-Friend Program or receive any Rewards, discounts or other promotional offers under the Refer-A-Friend Program for referring a customer, being referred as a customer, or otherwise. Property owners, sales agents, managers, leasing/rental agents, and landlords, of apartments, townhouses,



condominiums or other types of multiple dwelling units, and their respective agents, employees, contractors, and immediate family or household members, are not eligible to participate in the Refer-A-Friend Program or receive any Rewards, discounts or other promotional offers under the Refer-A-Friend Program or for referring a customer who rents, purchases or otherwise obtains a unit owned, managed, leased and/or maintained by such person. welo reserves the right to change Rewards and eligibility criteria under the Refer-A-Friend Program, and to alter, modify, suspend or terminate the Refer-A-Friend Program or any component thereof at any time upon notice, which notice may be provided through the [www.joinwelo.com](http://www.joinwelo.com), mail, e-mail or such other methods as determined by welo in its sole discretion. All welo decisions related to the Refer-A-Friend Program are final and binding, except where prohibited, including decisions as to whether a Reward claim is valid and when or if to terminate or change the Refer-A-Friend Program. Except where prohibited, disputes, claims and causes of action arising out of or related to this Refer-A-Friend Program or any prize awarded shall be resolved under the laws of the United States, and except where prohibited, Delaware law (without reference to its conflicts of laws principles), and participant agrees to submit any dispute to the exclusive jurisdiction of the state and federal courts of Delaware.

Program rules subject to change at any time. For residential clients only. Cannot be combined with any other promotion or offer. No cash value. If the New welo Customer terminates their services with welo before the credit has been applied to their account, the credit becomes null and void. No reimbursement or other adjustments will be applied.