

Breezeline Website and Mobile Application User Agreement

This Website and Mobile Application User Agreement (“Agreement”) is in addition to the Terms of Use for Breezeline High Speed Internet Service, the Acceptable Use Policy, the Phone Subscriber Agreement, the Cable Terms and Conditions and Breezeline’s Customer Privacy Policy located at www.breezeline.com.

THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND MEMBERS OF YOUR IMMEDIATE HOUSEHOLD FOR WHOM YOU WILL BE RESPONSIBLE HEREUNDER (REFERRED TO AS “YOU” AND “YOUR”) AND COGECO US FINANCE, LLC D/B/A BREEZELINE AND ITS SUBSIDIARY THAT OWNS AND/OR OPERATES THE CABLE TELEVISION SYSTEM IN YOUR AREA (COLLECTIVELY, “BREEZELINE”). READ CAREFULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IT GOVERNS YOUR USE OF BREEZELINE’S WEBSITE AT WWW.BREEZELINE.COM (“WEBSITE”) AND MOBILE APPLICATION SOFTWARE (“SOFTWARE”) THAT ARE PROVIDED TO YOU FOR USE ON YOUR COMPUTER OR MOBILE DEVICE. DOWNLOADING, ACCESSING, INSTALLING, COPYING, ORDERING OR USING THE WEBSITE OR SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT AND YOUR ACKNOWLEDGMENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. YOU CERTIFY THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT. IF YOU ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, OR IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT DOWNLOAD, ACCESS, INSTALL, COPY, ORDER OR USE THE WEBSITE OR SOFTWARE.

License

Breezeline grants you the limited, non-exclusive, non-transferable right and license to access, download, install and use the Website and Software, in object code form only, on any computer or mobile device that you own, solely for your personal, non-commercial purposes. As a condition of your license, you promise that your use of the Website and Software will always comply with all provisions of this Agreement and that you will use the Website and Software solely for the purpose of accessing and using certain features and functionality of the Breezeline services for which you have a residential subscription.

Software Support

Error corrections, patches and other new versions of the Software (collectively, “Updates”), if any, will be treated as the Software and subject to this Agreement (or such other terms and conditions as Breezeline may specify when the Update is made available).

Termination

This Agreement is effective upon your first access, download, installation or use of the Website or Software and remains in effect until terminated. You may terminate your Website license by discontinuing access and use of the Website, however, the disclaimers, indemnification provisions and limitations of liability set forth in this Agreement shall survive. You may terminate your Software license at any time by stopping all use of the Software and deleting all copies from your computer, mobile device and other storage media, however, the disclaimers, indemnification provisions and limitations of liability set forth in this Agreement shall survive. Your Software license will also terminate (i) upon the termination of your subscription to Breezeline’s service(s), or (ii) immediately, without notice, if you violate any provision of this Agreement. Upon termination, you agree to destroy or return to Breezeline all copies of the Software and documentation and, upon Breezeline’s request, to certify in writing that all known copies, including backup copies, have been destroyed.

Third-Party Content

The Software may include software that is owned by a third party. Breezeline is authorized by its third-party software licensors to sublicense such software to you as part of the Software. Your use of such third-party software is governed by the terms of this Agreement (unless additional third-party terms are presented to you when accessing a particular feature of the Software, 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). Breezeline does not make any representations or warranties about the operation or availability of software owned by a third-party. Neither Breezeline, nor its licensors, shall be liable for any unavailability or removal of such third-party software. Breezeline is not responsible for any communications to or from such third-party software licensors, or for the collection or use of information by such licensors. You consent to the communications enabled and/or performed by such third-party software, including automatic updating of the third-party software without further notice. You agree that such third-party software licensors are intended third-party beneficiaries under this Agreement.

In the course of using the Website or Software, you may be linked to Internet websites that are owned or operated by other third-parties (“Third-Party Websites”) where certain services, products, software, content and other information (“Content”) may be available. Unless specifically permitted otherwise by the applicable third-party, you agree to use the Third-Party Websites and Content solely for your personal, non-commercial purposes and not to download, copy, display, perform, sell, rent, lease, transfer, distribute, adapt, modify or create derivative works of any Content or Third-Party Website.

This Agreement is applicable solely to the Website or Software, not the Third-Party Websites or any Content. Therefore, your use of the Third-Party Websites and Content will be subject to other terms, conditions, representations and warranties, which may be established from time to time by the applicable third-party. It is your responsibility to understand and comply with the third-party's terms and conditions. For example, the pertinent third-party's terms (not this Agreement) will control what information may be collected from you in connection with using any Content or Third-Party Website and the manner in which such third-party will store, safeguard, use and disclose that information. You acknowledge and agree that you are solely responsible for all Content accessed through the Website or Software, and that Breezeline has no liability for Content available through the Website or Software that you find offensive, indecent, or objectionable.

Browsing, downloading, and using the Website or Software 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.

Billing and Payment Features

When making a bill payment to Breezeline (“Payment”) through the Website or Software, you authorize Breezeline to process the Payment in accordance with the payment method and information entered into the Website or Software (“Payment Instructions”). You agree that you are legally authorized to use as a Payment method the financial institution account (such as the account linked to the debit or credit card or the checking or savings account) that you include in any Payment Instructions (“Payment Account”). You are solely responsible for ensuring that your Payment Account or payment card information (including the payment card expiration date) is current and accurate. You may not use the Website or Software for any illegal activity or purpose.

You agree that you are responsible for protecting the confidentiality of your username and password and controlling your computer and/or mobile device. You are entirely responsible for any and all Website or Software transactions and activities that occur through the use of your username and password. You must inform Breezeline immediately if you believe your password, computer or mobile device has been lost or stolen.

Privacy

Breezeline may collect information about your computer or mobile device, such as operating system, software versions, amount of available disk space, peripherals, Internet connectivity and information related to the Software's installation, such as whether the Software installed successfully. In addition, Breezeline may collect and use information about your use of the Website and Software. Any personally identifiable information that we may collect from you in connection with your use of the Website or Software (for example, your email address, password, or payment information) will be treated in accordance with the terms of Breezeline's Customer Privacy Policy, found at www.breezeline.com. Our Privacy Policy does not cover information that you send to third-parties. Breezeline may transfer your information to any successor to all or substantially all of its business or assets, stock or other equity interests that concerns the Website and Software. Breezeline will not intentionally disclose any information to third-parties and will not use your information except in connection with providing the Website and Software to you. However, Breezeline may disclose any of your information (i) to comply with any legal, regulatory, law enforcement or similar requirement or investigation, and (ii) to enforce, protect or defend Breezeline rights and properties. Security information collected by the Website and Software will be stored in secure operating environments, which are not made generally available to the public. Unfortunately, data transmission over the Internet or wireless carrier networks cannot be guaranteed to be 100% secure. As a result, Breezeline does not guarantee the security of any information.

Restrictions

You agree to use the Website and Software in compliance with the terms of this Agreement and all applicable laws and regulations (including export controls), and not to (i) distribute or make the Software available over a network where it could be used by multiple devices at the same time, (ii) disassemble, decompile, reverse engineer or otherwise try to discover any source code or underlying structures, ideas or algorithms of the Website or Software (except and only to the extent these restrictions are expressly prohibited by applicable statutory law), (iii) encumber, lease, rent, loan, sublicense, transfer or distribute the Software, (iv) copy, adapt, merge, create derivative works of, translate, localize, port or otherwise modify the Software, (v) use the Website or Software in an automated process or for the benefit of any third party (e.g., time-share or service bureau arrangement), (vi) export, transfer or re-export the Software in violation of any applicable law; (vii) take any action that will infringe on the intellectual property or other proprietary rights of Breezeline or any third-party software provider, or (viii) permit any third-party to do any of the foregoing. The Website and Software may not be used in any country or other jurisdiction that does not give effect to all provisions of this Agreement.

Functionality

You understand and agree that the Website and Software may be temporarily limited, interrupted or curtailed due to system capacity limitations; governmental actions; equipment failures; Updates; maintenance or events beyond Breezeline's control. Additionally, the features, functions and performance of the Website and Software, 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 Breezeline, (ii) do not use any Update or (iii) elect not to provide any information to Breezeline. Without prior notice at any time, Breezeline may modify or stop offering all or any part of the Website or Software.

Ownership

Except for the limited rights and license expressly granted hereunder, no other license is granted, no other use is permitted and Breezeline and/or its licensors shall retain all right, title and interest in and to the Website and Software (and all patent rights, copyright rights, trademark rights, trade secret rights and all other intellectual property and proprietary rights embodied therein). All rights not expressly granted herein are reserved. You agree not to alter, obscure or remove any trademark, copyright notice or other proprietary or legal notice displayed by or contained in the Website and

Software.

No Warranties

THE WEBSITE AND SOFTWARE 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. BREEZELINE AND/OR ITS LICENSORS DO NOT WARRANT THAT ERRORS OR DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE AND SOFTWARE (I) ARE TIMELY, ACCURATE, COMPLETE, RELIABLE OR CORRECT, (II) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR (III) WILL MEET YOUR REQUIREMENTS.

Limitation of Liability

YOUR USE OF THE WEBSITE, SOFTWARE, THIRD-PARTY WEBSITES AND CONTENT IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL BREEZELINE OR ITS LICENSORS BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (I) MATTER BEYOND ITS REASONABLE CONTROL, (II) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (III) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (IV) DAMAGES IN THE AGGREGATE IN EXCESS OF \$100, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify, and hold harmless Breezeline, its licensors and its respective affiliates, members, managers, subsidiaries, employees, contractors, agents, officers, directors, representatives and assigns from all claims, actions, damages, losses, liabilities, penalties, costs and expenses (including attorneys' fees) that arise from your use or misuse of the Website and Software or any Third Party Website or Content. Breezeline reserves the right to assume the exclusive defense and control of any matter subject to this indemnity, in which case you agree that you will render all reasonable cooperation, assistance and information.

Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of the State of New York, USA, 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.

Changes to this Agreement

Breezeline reserves the right to modify this Agreement from time to time, in its sole discretion, by posting such changes at www.breezeline.com. By continuing to use the Website and Software after Breezeline has modified the Agreement, you agree to accept and be bound by such modifications.

Miscellaneous Provisions

This Agreement constitutes the entire agreement between the parties with regard to, and supersedes all prior negotiations, understandings or agreements (oral or written) between the parties relating to, the subject matter of this Agreement (and all past dealing or industry custom). This Agreement and your rights and obligations under this Agreement may not be assigned or delegated by you in whole or in part, without Breezeline's prior, written consent. No change, consent or waiver will be effective unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. 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. In the event of any conflict between the Terms of Use for Breezeline High Speed Internet Service, the Phone Subscriber Agreement, the Cable Terms and Conditions and this 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 and Software.

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 Software.