

**BREEZELINE
WEBSITE AND MOBILE APPLICATION USER AGREEMENT**

Revised May 12, 2022

This Website and Mobile Application User Agreement (“Agreement”) applies to Breezeline’s website at <http://www.breezeline.com> (or its successor URL) (the “Website”), all Breezeline-branded software applications, including but not limited to, the My Breezeline application (“My Breezeline”), the Breezeline TV application (“Breezeline TV”), the Stream TV application (“Stream TV”), , the WiFi Your Way™ and the WiFi Your Way™ Work applications powered by Plume® (collectively, “WiFi Your Way”), and the Hosted Voice and the Hosted Voice+ applications (collectively, “Hosted Voice”), and the legacy Atlantic Broadband-branded Application Enhanced Wi-Fi (the “Enhanced Wi-Fi”) collectively referred to herein as “Mobile Application”, provided by or on behalf of Cogeco US Finance, LLC d/b/a Breezeline, and its subsidiaries (collectively, “Breezeline”). Use of Breezeline’s Mobile Application, Website, any subdomains, and its various related features, is also governed by Breezeline Website Privacy Policy, which can be found at www.breezeline.com.

THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND PERSONS REASONABLY EXPECTED TO USE YOUR BREEZELINE ACCOUNT FOR WHOM YOU WILL BE RESPONSIBLE HEREUNDER (COLLECTIVELY REFERRED TO HEREIN AS “YOU” AND “YOUR”) AND COGECO US FINANCE, LLC AND ITS SUBSIDIARY THAT OWNS AND/OR OPERATES THE CABLE TELEVISION SYSTEM IN YOUR AREA. PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT. **THIS AGREEMENT CONTAINS: (1) A BINDING ARBITRATION PROVISION, WHICH PROVIDES THAT YOU AND BREEZELINE 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, CLICKING “ACCEPT” IN THE MOBILE APPLICATION, 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) YOU ARE 18 YEARS OF AGE OR OLDER;
- (C) IN NO EVENT WILL THE WEBSITE AND/OR MOBILE APPLICATION BE USED BY PERSONS UNDER THE AGE OF 13;
- (D) YOU ARE RESPONSIBLE FOR ENSURING THAT ALL USE OF THE WEBSITE AND/OR MOBILE APPLICATION UNDER YOUR ACCOUNT, WHETHER OR NOT AUTHORIZED BY YOU, COMPLIES WITH THIS AGREEMENT; AND
- (E) AGREE THAT THE ACCESS, DOWNLOAD, INSTALLATION, AND USE OF THE MOBILE APPLICATION ARE SUBJECT TO THE TERMS OF USE IN THIS AGREEMENT, AS WELL AS THE TERMS OF USE FOR BREEZELINE WIFI TERMS OF SERVICE, BREEZELINE ACCEPTABLE USE POLICY, BREEZELINE WEBSITE PRIVACY POLICY, BREEZELINE CUSTOMER PRIVACY NOTICE, AND THE CUSTOMER AGREEMENT (COLLECTIVELY REFERRED TO AS “INCORPORATED DOCUMENTS”), AS SUCH MAY BE AMENDED FROM TIME TO TIME, AVAILABLE AT THE WEBSITE AND INCORPORATED HEREIN BY REFERENCE. “CUSTOMER AGREEMENT” AS USED HEREIN REFERS TO: (I) THE RESIDENTIAL SUBSCRIBER AGREEMENT, FOR RESIDENTIAL CUSTOMERS; OR (II) THE COMMERCIAL SERVICES TERMS AND CONDITIONS, FOR COMMERCIAL 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.

Ownership and License Grant

Except for the limited rights (available to third-party licensors) and license expressly granted to you below, Breezeline shall retain all right, title and interest in and to the Website and Mobile Application (and all patent rights, copyright rights, trademark rights, trade secret rights and all other intellectual property and proprietary rights embodied therein).

Subject to the restrictions set forth in this Agreement as well as any restrictions set forth in the Incorporated Documents, Breezeline 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 computer, mobile device, tablet or another electronic device that you own. Your use of the Website and Mobile Application should be solely for your personal, non-commercial purposes and only in connection with accessing and using certain features and functionalities of Breezeline provided services. All rights not expressly granted herein are reserved.

Third-Party Software and Content

In the course of using the Mobile Application, the Mobile Application may include software or might direct you to software that is owned by a third-party licensor. Breezeline is authorized by its third-party software licensors ("Third-Party Licensors") to sublicense such software to you as part of the Mobile Application. Your use of such Third-Party Licensor's 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 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). Furthermore, in the course of using the Website or Mobile Application, you may be linked to Internet websites that are owned or operated by other third-parties where certain services, products, software, content and other information ("Content") may be available. Breezeline does not make any representations or warranties about the operation or availability of software owned by a third-party or any Content. Breezeline shall not be liable for any unavailability or removal of such third-party software or Content.

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 available online at <https://www.breezeline.com> 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 applicable laws and regulations (including export controls and restrictions concerning copyright and other intellectual property rights), and not to (i) distribute or make the 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 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 Mobile Application a stand-alone product; (vii) take any action that will infringe on the intellectual property or other proprietary rights of Breezeline or any third-party software provider; (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. The Website and Mobile Application may not be used in any country or other jurisdiction that does not give effect to all provisions of this Agreement.

Privacy and Your Personal Information

Breezeline 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.

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 Mobile Application 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.

You also understand and agree that Breezeline and its Third-Party Licensors may collect information about your computer or mobile device, such as operating system, software versions, amount of available disk space, peripherals, Internet connectivity and other information necessary for the Mobile Application's download or installation, such as whether the Mobile Application installed successfully. In

addition, Breezeline and its Third-Party Licensors may collect and use information about your use of the Website and Mobile Application. Any personally identifiable information that we may collect from you in connection with your use of the Website or Mobile Application (for example, your email address, password, or payment information) will be treated in accordance with the terms of Breezeline's Customer Privacy Notice, found at <http://www.breezeline.com>. Our Customer Privacy Notice does not cover information that you send to third parties.

If you allow others to use your Breezeline account or Mobile Application, we will also collect personal information about those individuals. If you use our 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, and to tailor our services to best meet your needs and interests.

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 Mobile Application. Breezeline will not intentionally disclose any information to third parties and will not use your information except in connection with providing the Website and Mobile Application 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 Mobile Application 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.

No Responsibility for Third-Party Websites, Content or Services

You understand that the Mobile Application may allow you to access content that may be considered offensive, indecent, explicit, or objectionable and this content may or may not be identified as having explicit language or other objectionable attributes. We may make certain features (e.g., parental control features) available to you through which you may attempt to limit access to certain content, but we do not guarantee that those features will be effective or, once we make them available, will continue to be available. Neither Breezeline nor its Third-Party Licensors shall have liability to you for such content or such features.

Furthermore, you understand that this Agreement is applicable solely to the Website and Mobile Application, and not any third-party websites or any third-party Content. Therefore, your use of the third-party websites or 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. You acknowledge and agree that you are solely responsible for all third-party Content accessed through the Website or Mobile Application, and that Breezeline and its Third-Party Licensors have no liability for third-party Content available through the Website or Mobile Application that you find offensive, indecent, or objectionable. YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. Breezeline does not investigate, monitor, represent, endorse or publish the third party Content and services. Breezeline reserves the right to restrict or deny access to any third-party Content and services otherwise accessible through the Website or Mobile Application. Breezeline and its Third-Party Licensors shall have no liability to you arising out of or in connection with your access to and use (or misuse) of the third party Content and services. Breezeline and Third-Party Licensors are also not responsible for any communications to or from third-parties, or for the collection or use of information by such third-parties.

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 Breezeline'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 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 Mobile Application.

Billing and Payment Features

When making a bill payment to Breezeline ("Payment") through the Website or Mobile Application, you authorize Breezeline to process the Payment in accordance with the payment method and information

entered into the Website or Mobile Application (“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 Mobile Application for any illegal activity or purpose.

Termination

This Agreement is effective upon your first download, installation, access or use of the Website or 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 subscription to Breezeline service(s), or (ii) immediately, without notice, if you violate any provision of this Agreement or the Incorporated Documents. Upon termination, you agree to destroy or return to Breezeline all copies of the Mobile Application and documentation and, upon Breezeline’s request, to certify in writing that all known copies, including backup copies, have been destroyed. All provisions relating to proprietary rights shall survive the termination of this Agreement. Upon termination of your service account, Breezeline is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

Disclaimer of Warranties

IN ADDITION TO THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY LANGUAGE IN THE CUSTOMER AGREEMENT INCORPORATED HEREIN BY REFERENCE, 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.

FURTHERMORE, BREEZELINE AND THE 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) THE USE OF 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 sections 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 Breezeline’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.

Miscellaneous Provisions

(a) Choice of Law. 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.

(b) Entire Agreement. This Agreement and the policies and agreements referenced and incorporated herein constitute the entire agreement between the parties with regard to 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.

(c) Agreement Modifications. Breezeline 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 <http://www.breezeline.com> or by making the updated version available through the Mobile Application. Your continued use of the Website or Mobile Application after Breezeline 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.

(d) 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 Breezeline's prior, written consent. Any attempt to do so shall be null and void. Breezeline may assign this Agreement and its rights and obligations hereunder without restriction.

(e) 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.

(f) Conflicting Provisions. In the event of any conflict between the terms of use of this Agreement and the terms of use in the Breezeline WiFi Terms Of Service, Breezeline Acceptable Use Policy, Breezeline Website Privacy Policy, Breezeline 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 download, installation, access and use of the Website and Mobile Application.

(g) No Waiver. The failure of Breezeline 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.

(h) Data Usage. Browsing, downloading, and using the Website or 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.

(i) Geographic Limitation. The Mobile Application is intended only for individuals located in the United States (excluding Puerto Rico and U.S. Virgin Islands), and that some features of the Mobile Application may not be available if you are located outside of your primary service address. You represent and warrant that, at any time you attempt to access the Mobile Application, you will be located in the United States and will not attempt to access the Mobile Application from any other location or through proxy servers located in any other location. We may use technologies to verify your geographic location and will block access to the Mobile Application based on our good faith determination that you are located outside of the United States.

Hosted Voice Specific Terms and Conditions

Contacts List

Breezeline works in partnership with our cloud services vendor, NetSapiens who acts as a data processor with regard to indirect end user personal identifiable information and Breezeline acts as the data controller of such data. In the course of NetSapiens' processing and protection of such data, all use will be in conformity with Breezeline's instructions.

Breezeline shows a contacts list within the respective Mobile Application whenever the contacts list share is enabled via system permission on Breezeline Hosted Voice Android and Breezeline Hosted Voice iOS. When the user sends an SMS message to one of his/her phone contacts, or when the user initiates a call to one of his/her phone contacts, the phone number is sent securely through NetSapiens' API. Breezeline does not store this number with any other PII, and it cannot be directly or indirectly attributed to any person or persons; Breezeline stores only the phone number and pertinent metadata so as to be compliant with all applicable state and federal laws, and Breezeline does not share this data with any advertisers or third parties under any circumstances. A user can revoke phone contact access on his/her mobile device at any time, and his/her Mobile Application experience is not hindered or interrupted.

Breezeline Hosted Voice Android and iOS also uses Gravatar, only when enabled via Settings and UIConfigs, which is a service that provides avatar images linked to the MD5 hash of the user's email address. This means that, only when Gravatar use is enabled, Breezeline may hash a contact's email address and send it to Gravatar to try and retrieve an avatar image. MD5 hashes cannot be directly or indirectly attributed to any person or persons, and Breezeline only sends the MD5 hash to Gravatar, never the email address in plain text. As with phone contacts, a user can revoke Gravatar access at any time in Settings or via UIConfig, and his/her Mobile Application experience is not hindered or interrupted.

Stream TV Specific Terms and Conditions

Stream TV application allows you to access certain video programming we make available through your applicable video programming subscription based on your local TV listings. You understand and acknowledge the following terms and conditions, in addition to the terms and conditions in this Agreement, related specifically to Stream TV application:

(a) Limitation on Streams and Devices. Not all video programming content associated with your applicable video programming subscription will be available in the Stream TV application, and certain content may not be available when using the Stream TV application outside of your primary service address. When you set a streaming device as part of accessing Stream TV for the first time, the service address at which you do so will be designated as the primary, non-mobile internet network with which your device is associated, i.e. the home network. You understand that the number of content programs you may concurrently stream on Stream TV at any given time is limited. The number of devices through which you may view those concurrent streams also is limited. The number of devices available for use and the simultaneous streams may change from time to time at our discretion. We may implement measures that restrict your ability to access the Stream TV application through certain devices, including those devices connected to your home network.

(b) Video Resolution. You understand that the resolution of video content available on Stream TV can be affected by the format of the content we receive, the variety of Internet connections and device screens used, and other reasons. So, while we can't guarantee a specific resolution, we use video optimization technology in an effort to provide a better experience, depending on the device being used and the bandwidth available.

WiFi Your Way™ Specific Terms and Conditions

WiFi Your Way™ application allows you to gain control over your home or business's wireless internet network to check who's online, fix issues with your network, set parental controls like limiting access during homework or mealtimes, plus more. You understand and acknowledge the following terms and conditions, in addition to the terms and conditions in this Agreement, related specifically to WiFi Your Way™ application:

(a) Connection to Personal Devices. You understand that some functionalities of the application may not be utilized unless you allow the application access to your personal devices. Breezeline and its Third-Party Licensors shall have no liability to you arising out of or in connection with the application's access to your personal devices.

(b) Customization of Application Use. You understand that your choice to customize your WiFi Your Way™ application use does not modify any terms of this Agreement.

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 Breezeline may specify when the Update is made available). If you have any questions or comments regarding your use of the Mobile Application, please contact Breezeline at (888) 536-9600.

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.