

Website Terms of Use

1. ACCEPTANCE OF TERMS

Working Assets, Inc. and its subsidiaries and brands, including CREDO Long Distance (collectively "CREDO" or "CREDO Long Distance," "we," "us," or "our") provides online services ("Websites" or "Sites", as applicable) to you subject to the following Terms of Use ("TOU"). The TOU may be updated by us from time to time. Updates will be noted on the Websites. If you visit or shop on the Websites, you accept these terms. If you do not agree, do not access or use the Websites. In addition, when using, registering and/or signing up for particular CREDO Long Distance services, you and CREDO Long Distance shall be subject to any posted guidelines or rules applicable to such services. All such guidelines or rules are hereby incorporated by reference into the TOU.

2. PURPOSE OF WEBSITES

CREDO Long Distance currently provides the Websites "AS-IS" for the purposes of a) providing an online space for progressive news, opinion and activism; b) distributing information about CREDO Long Distance products and services; c) providing an online method whereby individuals may use or place orders for such products and services; and d) providing an online method whereby customers may manage their CREDO Long Distance accounts.

We are constantly seeking to improve and enhance the Websites and and, unless explicitly stated otherwise, any new features that augment or enhance the current Websites shall be subject to the TOU. You understand and agree that the Websites and are provided "AS-IS" and that CREDO Long Distance assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings.

Please be aware that to sign up for CREDO Long Distance services you must be at least 18 years of age and must meet any stated sign-up criteria.

CREDO Long Distance reserves the right at any time to modify or discontinue, temporarily or permanently, the Websites (or any parts thereof) with or without notice. You agree that CREDO Long Distance shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Websites.

3. PRIVACY POLICY

The information you provide is subject to our Privacy Policy. For more information, click [here](#).

4. ELECTRONIC COMMUNICATIONS

When you visit the Websites, send e-mails to us, you are communicating with us electronically. You consent to receive communications from CREDO Long Distance electronically. You agree that all agreements, notices, disclosures and other communications that CREDO Long Distance provides to you electronically satisfy any legal requirement that such communication be in writing.

5. ACCOUNT SECURITY

On selected CREDO Long Distance Websites, you will receive a password and account designation upon completing the Website's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify CREDO Long Distance of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. CREDO Long Distance cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

Whenever CREDO Long Distance handles information that you enter on our Sites, regardless of where

this occurs, we take steps to ensure that your information is treated securely and in accordance with the relevant Terms of Service and Privacy Policy. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, CREDO Long Distance cannot ensure or warrant the security of any information you transmit to us or from our online products or services, and you do so at your own risk. Once we receive your transmission, we make our best effort to ensure its security on our systems.

6. USE OF WEBSITES

In consideration of your use of the Websites, as applicable, you agree to use the Websites as intended by CREDO Long Distance, and to refrain from any misuse of sites, services, and/or systems made available by CREDO Long Distance. Misuse of the Websites includes but is not limited to any action described in a-k below, or that compromises CREDO Long Distance's Sites, services, systems and/or any information contained therein. Misuse of the Websites will be prosecuted to the fullest extent of the law.

You agree to not use the Websites to:

- a. upload, post, email or otherwise transmit any content, including but not limited to e-mail communication, information, data, text, software, music, sound, photographs, graphics, video, messages or other material ("Content"), that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a CREDO Long Distance employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content, including but not limited to e-mail commentary, transmitted through the Websites;
- e. upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- h. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. interfere with or disrupt the Websites or servers or networks connected to the Websites, or disobey any requirements, procedures, policies or regulations of networks connected to the Websites;
- j. access, collect or store personal data about other users; or
- k. engage in any conduct that in CREDO Long Distance's sole discretion restricts or inhibits any other user from using or enjoying the Websites.

You acknowledge that CREDO Long Distance and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Websites. Without limiting the foregoing, CREDO Long Distance and its designees shall have the right to remove any Content that violates the TOU or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created or linked to by CREDO Long Distance or submitted to CREDO Long Distance.

You acknowledge and agree that CREDO Long Distance may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of CREDO Long Distance, its users and the public.

You understand that the technical processing and transmission of the Websites, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

7. INDEMNITY

You agree to indemnify and hold CREDO Long Distance, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, representatives and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Websites, your use of the Websites, your connection to the Websites, your violation of the TOU, or your violation of any rights of another.

8. NO RESALE

The Websites are provided for the use and enjoyment of visitors and registrants to CREDO's Websites. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Websites, use of the Websites, or access to the Websites.

9. TERMINATION

You agree that CREDO Long Distance, in its sole discretion, may terminate your password or use of the Websites, if CREDO Long Distance believes that you have violated or acted inconsistently with the letter or spirit of the TOU. CREDO Long Distance may also in its sole discretion and at any time discontinue providing the Websites, or any parts thereof, with or without notice. You agree that any termination of your access to the Websites under any provision of this TOU may be affected without prior notice. Further, you agree that CREDO Long Distance shall not be liable to you or any third party for any termination of your access to the Websites.

10. DEALINGS WITH ADVERTISERS & MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, advertisers and/or merchants found on or through the Websites, including payment and delivery of related goods or services or Websites, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser and/or merchant. You agree that CREDO Long Distance shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers and/or merchants on the Websites.

11. LINKS, REFERENCES & RESOURCES

The Websites may provide, or third parties may provide, references and/or links to other websites or resources. Because CREDO Long Distance has no control over such sites and resources, you acknowledge and agree that CREDO is not responsible for the availability of such external sites or resources, and does not endorse or sponsor and is not responsible or liable for any TOU, Content, advertising, products, services, or other materials on or available from such sites or resources. You further acknowledge and agree that CREDO Long Distance shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

12. CREDO'S PROPRIETARY RIGHTS

All proprietary rights in the Websites and any necessary software used in connection with the Websites ("Software") are owned or licensed for use by CREDO. The Websites are owned and operated by CREDO Long Distance and except as otherwise specified, CREDO Long Distance owns all materials appearing on the Websites, including the text, site design, logos, graphics, and images, as well as the

selection, assembly and arrangement thereof. You acknowledge and agree that the Websites, and Software contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or sites or information presented to you through the Websites or advertisers or merchants is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by CREDO Long Distance or advertisers or merchants, you agree not to copy, modify, rent, lease, loan, sell, distribute, display, perform or create derivative works based on the Websites or the Software, in whole or in part.

CREDO Long Distance grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, display, distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Websites. You agree not to access the Websites by any means other than through the interface that is provided by CREDO Long Distance for use in accessing the Websites.

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13. GENERAL DISCLAIMER OF WARRANTIES YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE WEBSITES IS AT YOUR SOLE RISK. THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CREDO Long Distance EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. CREDO Long Distance MAKES NO WARRANTY THAT (i) THE WEBSITES WILL MEET YOUR REQUIREMENTS, (ii) THE WEBSITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITES WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CREDO Long Distance OR THROUGH OR FROM THE WEBSITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU.

14. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CREDO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CREDO Long Distance HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE

THE WEBSITES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITES; OR (v) ANY OTHER MATTER RELATING TO THE WEBSITES.

15. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 13 AND 14 MAY NOT APPLY TO YOU.

16. TRADEMARK INFORMATION

Working Assets and, all logos associated with Working Assets are trademarks of Working Assets Funding Service, Inc. dba CREDO Long Distance (the "Marks"). Without CREDO Long Distance's prior permission, you agree not to display or use in any manner, the Marks.

CREDO Long Distance respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at customerservice@credolongdistance.com.

19. GENERAL INFORMATION

The TOU, along with terms and conditions provided to registrants and customers of CREDO Long Distance's Websites and services, constitute the entire agreement between you and CREDO Long Distance and govern your use of the Websites, superseding any prior agreements between you and CREDO Long Distance. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOU and the relationship between you and CREDO Long Distance shall be governed by the laws of the State of California without regard to its conflict of law provisions. You understand and agree that, except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or preliminary injunction to preserve the status quo or prevent irreparable harm pending the selection and confirmation of an arbitrator, any dispute arising under or relating to the Websites or TOU shall be resolved through mediation and arbitration. You agree to first try to resolve the dispute informally with the help of a mutually agreed upon mediator. If the parties cannot agree on a mediator or fail to arrive at a mutually satisfactory solution through mediation within 10 days following the commencement of such mediation, the parties agree to submit their dispute to binding arbitration of a single arbitrator in San Francisco, CA according to the rules of the American Arbitration Association. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Websites or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOU are for convenience only and have no legal or contractual effect.

Effective July 1, 2022.