

Welcome to Twnel. Twnel, Inc. (“Twnel”) provides these Terms of Service (the “Terms”), which govern your access to and use of Twnel, our both “mobile consumer to business and business to consumer”; and “consumer to consumer” communication services, which are accessible via our website located at [www.twnel.com](http://www.twnel.com) and [www.twnel.io](http://www.twnel.io) (collectively, the “Site”) and our mobile device application (“App”). To make these Terms easier to read, the Site, our services and App are collectively called the “Services.”

## Who May Use the Services?

### Eligibility

- For Individuals (“Individuals”). You may use the Services only if you are 9 years or older and are not barred from using the Services under applicable law.
- For Businesses, Organizations or Brands (also named “Trusted Entity”). You may use the Services only if you are a Trusted Entity not barred from using the Services under applicable law.

“Individuals” and “Trusted Entities” are also named Users (“Users”).

## Agreement to Terms

By using our Services, you agree to be bound by these Terms. If you don’t agree to these Terms, do not use the Services.

You acknowledge and agree to the following:

- Our services are licensed, not sold to you, and you may use the Service only as set forth in the Terms;
- When you first create an account on the Service, we may ask for your mobile phone number or email address in order to verify your account by text message and any applicable text messaging fees of your mobile network operator (the “Carrier”) may apply. Also Twnel does not provide the equipment required to access the Services. Both Individuals and Trusted Entities are responsible for all fees charged by third parties related to Customer’s access and use of the Services (e.g., charges by Internet service providers).
- Your use of the Service may be subject to separate third party terms of service and fees, including without limitation the terms of service and data, SMS, MMS, and other fees of the Carrier, which are your sole responsibility;
- The Service is provided “as is” without warranties of any kind and Twnel’s liability to you is limited, therefore Twnel reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Services without notice. Twnel will not be liable to Customer or to any third party for any modification, suspension, or discontinuance of all or any portion of the Services.
- Twnel also reserves the right, in its sole discretion, to reject, refuse to post, or remove any material that Users posts or submits for posting, and to restrict, suspend, or terminate access to the Services at any time, for any or no reason, with or without prior notice, and without liability.
- Disputes arising hereunder will be resolved by binding arbitration, AND BY ACCEPTING THE TERMS, YOU AND PATH ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO

COURT to assert or defend your rights under the Terms (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Dispute Resolution and Arbitration provision below for the details regarding your agreement to arbitrate any disputes with Path.

## **Changes to Terms or Services**

We may modify the Terms at any time, in our sole discretion. If we do so, we'll let you know either by posting the modified Terms on the Site or through other communications. It's important that you review the Terms whenever we modify them because if you continue to use the Services after we have posted modified Terms on the Site, you are indicating to us that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you can't use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

## **Registration and Your Information**

If you want to use the features of the Services you'll have to create an account ("Account") either as an Individual or as a Trusted Entity or Business. You can do this via the Services. When creating an account as a Trusted Entity you are accepting that you are authorized and responsible to make decisions on behalf of the Trusted Entity or Business, and at any time, you should be able to demonstrate it via official documents that can be used as proof. It's important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. If you don't, we might have to suspend or terminate your Account. You agree that you won't disclose your Account password, temporary passwords or one time passwords to anyone and you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you know about them.

## **Using Twneel**

Via the Services, Users can engage into communication activities: Individuals can communicate with Trusted Entities, Trusted Entities can communicate with Individuals or Individuals can communicate between them using the Twneel network via in-Services messaging. Trusted Entities which have agreed to the terms of our Customer Agreement can designate or create Agents via the Services for such entities and make them available to one or more employees ("Trusted Entity Users" or "Agents") in order to interact with their audiences (Individuals using Twneel). Additionally, Trusted Entities can also create Twneel Bots ("Bots") or virtual agents that can help automate some or all of the interactions between the Trusted Entity and its Individuals. If you register to use the Services and create an Account, we will create a profile for your use of the Services which contains personal information (that you can upload or make available via the Services) and additional information (if you are a Trusted Entity User, your profile may also contain your email address, business address, logo, welcome message, and additional information). When you as an Individual choose to communicate with a Trusted Entity via the Services, we will share the content of your communication with the Trusted Entity and we will only share your phone number with the Trusted Entity exclusively in the case where the Trusted Entity has your mobile phone number information on file beforehand. Such Trusted Entities Users or Bots may respond to comments or questions directly via the Services, or may contact you via the Services on behalf of the applicable Trusted Entity to send you Trusted Entity related information, marketing materials or other materials that may be of interest to Individuals, as described in further detail in our Privacy Policy.

## **Feedback**

We welcome feedback, comments and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by contacting Twnel via the Services. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicenseable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

## **Privacy Policy**

Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users.

## **Content and Content Rights**

For purposes of these Terms: (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) “User Content” means any Content that Account holders provide to be made available through the Services. Content includes without limitation User Content.

Twnel collects, stores, and uses Content to maintain and improve the Services. Twnel may also use Content in an aggregated form for Twnel’s own purposes. The Services transfer data to servers that store Content in the U.S. and outside the U.S. Twnel only shares information with others under special circumstances as follows:

- With third parties who work on Twnel’s behalf to provide the Services;
- To comply with laws or to respond to lawful requests and legal process (provided that Twnel will endeavor to notify Customer if Twnel has received a lawful request for Customer’s information);
- To protect the rights and property of Twnel, its agents, customers, and others including to enforce Twnel’s agreements, policies, and terms of use;
- In an emergency, including to protect the personal safety of any person; and
- For the purposes of a business deal (or negotiation of a business deal) involving sale or transfer of all or a part of Twnel’s business or assets (business deals may include, for example, any merger, financing, acquisition, divestiture, or bankruptcy transaction or proceeding).
- Twnel provides Trusted Entities access to their Content and the ability to delete their Content. Twnel also takes commercially reasonable steps to safeguard Customer Content.

## **Content Ownership, Responsibility and Removal**

Twnel does not claim any ownership rights in any Content that you make available through the Services and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

## **Rights in User Content Granted by You**

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content

under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Twnel on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

### **Rights in Content Granted by Twnel**

Subject to your compliance with these Terms, Twnel grants you a limited, non-exclusive, non-transferable, non-sublicenseable license to download, view, copy, display and print the Content solely in connection with your permitted use of the Services.

### **Content Ownership for Channel Partners acting on behalf of Trusted Entities**

In some cases Twnel might develop a business relationship with channel partners who act as operators and/or commercial intermediaries of the service, on behalf of legal trusted entities. In that case, the content produced by a channel partner in collaboration with a trusted entity is solely owned by the legal trusted entity that has entitled the channel partner to use Twnel; even though the commercial and business relationship exists only between Twnel and the channel partner. This applies to the usage of logos, individual contact information, content exchanged within the platform and any other form of content produced within the platform.

## **Rights and Terms for Apps**

### **Rights in App Granted by Twnel**

Subject to your compliance with these Terms, Twnel grants you a limited non-exclusive, non-transferable, non-sublicenseable license to download and install a copy of the App on a [single] mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. Twnel reserves all rights in and to the App not expressly granted to you under these Terms.

### **Additional Terms for App Store Apps**

If you download the App through or from any app store or distribution platform (like the Apple App Store or Google Play) where the App is made available (each, an "App Provider"), then you acknowledge and agree that:

These Terms are concluded between you and Twnel, and not with the App Provider, and that Twnel (not the App Provider), is solely responsible for the App.

The App Provider has no obligation to furnish any maintenance and support services with respect to the App.

The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection and/or similar legislation.

In the event of any third-party claim that the App or your possession and/or use of that App infringes that third party's intellectual property rights, Twnel will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

The App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of the terms and conditions of these Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.

You must also comply with all applicable third-party terms of service when using the App.

You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws or regulations. By using the App 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; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means.

## **Pricing, Payment, Refunds, Upgrading and Downgrading Terms**

- The pricing tiers for the Services can be found at <https://twnel.com/pricing/>. Fees paid hereunder are non-refundable. Unless otherwise set forth in an Order Form, fees for the first month of the Services are prorated based on the calendar days remaining in the particular month at the pricing tier selected by Customer provided that in the event Customer's usage of the Services exceeds the pricing tier selected by Customer, fees are adjusted as follows: for the previous month, Twnel will charge the lower of any overage cost for usage in excess of the pricing tier Customer selected versus the retroactive upgrade cost to the next higher tier. The subsequent month is charged at the then-current pricing tier.
- All paid plans must enter a valid payment account. Free accounts are not required to provide payment account information.
- An upgrade from the free plan to any paying plan will immediately bill you.
- For monthly payment plans, the Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.
- When changing from a monthly billing cycle to a yearly billing cycle, Twnel will bill for a full year at the next monthly billing date.
- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

- For any upgrade or downgrade in plan level while on a monthly billing cycle, the credit card that you provided will automatically be charged the new rate on your next billing cycle. For upgrades or downgrades while on a yearly plan, Twnel will immediately charge or refund the difference in plan cost, prorated for the remaining time in your yearly billing cycle.
- Downgrading your Service may cause the loss of Content, features, or capacity of your Account. Twnel does not accept any liability for such loss.

## **Pause, Cancellation and Termination**

- You can pause your account for a period of one to six months. This pause duration is for a maximum of six months per calendar year, and a maximum of six consecutive months. While you're on the pause, your subscription access will be deactivated, but we will retain all your data. You may be charged for the upcoming month if invoices have already closed. New businesses must be active for 30 days before requesting a pause.
- If you decide to cancel your subscription we require a 30 days notice of your departure and the last 30 days will be an active (charged) subscription.
- You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time by clicking on the Account Delete link in the global navigation bar at the top of the screen. The Account screen provides a simple no questions asked cancellation link.
- All of your Content will be immediately deleted from the Service upon cancellation. This information can not be recovered once your account is cancelled.
- If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
- Twnel, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Twnel service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Twnel reserves the right to refuse service to anyone for any reason at any time.
- In the event that Twnel takes action to suspend or terminate an account, we will make a reasonable effort to provide the affected account owner with a copy of their account contents upon request, unless the account was suspended or terminated due to unlawful conduct.

## **Modifications to the Service and Prices**

- Twnel reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice, including adding or implementing features that will encourage good practices of interaction and transparency between Trusted Entities and Individuals.
- Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Twnel Site (Twnel.com) or the Service itself.
- Twnel shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## Prohibitions

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.
- Use, display, mirror or frame the Services, or any individual element within the Services, Twnel's name, any Twnel trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Twnel's express written consent;
- Access, tamper with, or use non-public areas of the Services, Twnel's computer systems, or the technical delivery systems of Twnel's providers;
- Attempt to probe, scan, or test the vulnerability of any Twnel system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Twnel or any of Twnel's providers or any other third party (including another user) to protect the Services or Content;
- Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Twnel or other generally available third party web browsers;
- Send any unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Twnel trademark, logo URL or product name without Twnel's express written consent;
- Use the Services or Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- As a Trusted Agent Users, collect or store any personally identifiable information from the Services from other users of the Services without the express permission of the Trusted Entity;;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.
- Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to

ensure compliance with these Terms, or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms or our Acceptable Use Policy. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

## **DMCA/Copyright Policy**

Twneel respects copyright law and expects its users to do the same. It is Twneel's policy to terminate in appropriate circumstances Account holders or subscribers who repeatedly infringe the rights of copyright holders.

## **Links to Third Party Websites or Resources**

The Services and App may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such sites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

## **Warranty Disclaimers**

THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.

## **Indemnity**

You will indemnify and hold harmless Twneel and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your User Content, or (iii) your violation of these Terms.

## **Limitation of Liability**

NEITHER TWNEEL NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Twneel HAS BEEN INFORMED OF THE POSSIBILITY OF

SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL TWNEL'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED FIFTY DOLLARS (\$50). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TWNEL AND YOU.

## **Legal Notices**

Enforcement of any dispute relating to this Agreement will be governed by the laws of the State of Massachusetts, excluding its conflict and choice of law principles. For parties residing in the United States, the exclusive jurisdiction and venue for any claims arising out of or related to this Agreement or Customer's use of the Application Services is in the state and federal courts located in City of Cambridge, Massachusetts, and Customer irrevocably agrees to submit to the jurisdiction of such courts.

Twnel's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Twnel in writing. In the event that a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

The terms and conditions which by their nature are intended to survive termination of this Agreement shall survive, including Restrictions, Disclaimer of Warranties, Feedback, Indemnity, and Limitation of Liability. This Agreement contains the entire understanding of the parties on the subject matter hereof.

## **CONTACTING US**

If you have any questions or concerns about our Services or these Terms, you may contact us at:

Twnel, Inc.  
One Broadway. Floor 5  
Cambridge, MA 02142  
or by email at [info@twnel.com](mailto:info@twnel.com)