

## **Terms of Service**

### **Overview**

This website InterlinkIQ.com is owned and operated by Consultare, Inc. (“Consultare Inc.,” “us,” “our,” or “we”). These Terms and Conditions of Use (“Terms of Service”) set forth the terms and conditions under which you are authorized to use our websites, including any website where these Terms of Service are posted and any subdomains and mobile versions thereof, along with any corresponding mobile applications (“Mobile Apps”) (collectively, the “Services”).

To the extent additional rules or guidelines affect your use of our Services, those rules and guidelines (including our Privacy Policy) are hereby incorporated by reference into these Terms of Service. You agree to these Terms of Service by using any of our Services. If you do not agree to these Terms of Service, you should immediately stop using our Services. Through your use of our Services, you acknowledge these Terms of Service.

### **Third-Party Services and Content**

The InterlinkIQ System builds technologies and services that enable enterprises and people to interlink their activities and processes to build their skills, expand their experiences and connect, build professional communities, and grow their businesses and network. These Terms govern your use of the InterlinkIQ System and the other products, features, apps, services, technologies, and software we offer, except where we expressly state that separate terms (and not these) apply. These Products and Services are provided to you by Consultare, Inc. via the InterlinkIQ System. InterlinkIQ System membership is free to join. InterlinkIQ System offers free tools and applications to assist in developing best practices to support your business. By using the InterlinkIQ System, you agree to show your information to the InterlinkIQ System community and that any data you impute within the InterlinkIQ System can be shared with businesses and other InterlinkIQ System subscribers, members, and users. As an InterlinkIQ System user, subscriber, and member, you agree to receive notifications from Consultare, Inc. and the InterlinkIQ System community. InterlinkIQ System shares your first name, last name, and email address. We do not sell your information to advertisers.

### **Data Policy**

This policy describes the information we process to support InterlinkIQ System and other products and features offered by Consultare Inc. You can find additional tools and information on the InterlinkIQ System Application page. What kind of information do we collect? To provide the InterlinkIQ System, we must collect and process information about you, your enterprise, and your process. The information we collect includes and depends on how you use the InterlinkIQ System. Things you and others do and provide such information and content you provide, we collect the content, communications, and other information you provide when you use the InterlinkIQ System, products, and services, including when you sign up or subscribe to an account, create or share contents, documents, and message or communicate with others. How do we use this information? We use this information to deliver InterlinkIQ System products and services to you and personalize your business practices requirements, experience, and tools; provide measurement, analytics, and other business information; promote safety, integrity, and security; and

communicate with you; and to research and innovate. How is the information shared? Your information and content provided by you are shared with others, such as people and accounts you share and communicate with; and for public information; and your enterprise' information; contents others share or reshare about you and your business; information about your InterlinkIQ System status or presence; Apps, website, and third-party integration on or using our InterlinkIQ System, sharing with third parties. We work with third parties who help us improve the InterlinkIQ System and your experience. Types of third parties; who use our services; advertisers; measurement partners; partners offering goods or services; researchers and academics; law enforcement or legal requests.

### **Services We Provide**

Our mission is to provide InterlinkIQ System users the ability to build a professional business community and bring best practices closer to their compliance process standards. To help advance this mission, we provide the InterlinkIQ System products and services described below:

- Provide a personalized experience for you.
- Connect you with people and organizations.
- Empower you and your enterprise with management tools based on best practices and industry standards.
- Help you discover content, products, and services that may assist in developing your skills and growing your enterprise.
- Use and develop applications, software, and technologies to provide functional services and growth for you and your business.
- Research ways to make our services better.
- Provide consistent and seamless experiences across the InterlinkIQ System community.
- Enable global access to our services.

### **How Our Services Are Funded**

Our InterlinkIQ System is funded by InterlinkIQ System members who subscribe to the InterlinkIQ System applications covered by these Terms; you agree that the information and content you provided can be used, shown, and presented to others within the InterlinkIQ System community, members, and subscribers and that your personal and enterprise and commercial information can be shared within the InterlinkIQ System community to generate and promote the InterlinkIQ System and gains additional users. We collect and use your personal and enterprise data to provide the services described.

### **Your Commitments to InterlinkIQ System and Our Community**

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

- Who can use the InterlinkIQ System - When people stand behind their businesses and processes, our community will be safer and more accountable. For this reason, you must:
  - Provide for your account the exact name you use in everyday life.
  - Provide accurate information about yourself and your enterprise.

- Create only one account (your own) and use it to improve your skills and grow your business.
  - Do not share your password, give access to your InterlinkIQ System account to others, or transfer your account to anyone else (without our permission).
- We try to make the InterlinkIQ System available to everyone, but you cannot use Interlink if:
  - You mean any harm to our community.
  - We've previously disabled your account for violations of our Terms.
  - You are prohibited from receiving our products, services, or software under applicable laws.
- What you can share and do on the InterlinkIQ System - We want people to use the InterlinkIQ System to grow their skills and businesses and improve their processes but not at the expense of the safety and well-being of others or the integrity of our community. You, therefore, agree not to engage in the conduct described below (or to facilitate or support others in doing so):
  - You may not use our Products to do or share anything:
    - That violates these Terms.
    - That is unlawful, misleading, discriminatory, or fraudulent (or assists someone else in using our Products in such a way).
    - That you do not own or have the necessary rights to share.
  - That infringes or violates someone else's rights, including their intellectual property rights (such as by infringing another's copyright or trademark or distributing or selling counterfeit or pirated goods), unless an exception or limitation applies under applicable law.
  - You may not upload viruses or malicious code, use the services to send spam, or do anything else that could disable, overburden, interfere with, or impair the proper working, integrity, operation, or appearance of our services, systems, or Products.
  - You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.
  - You may not proxy, request, or collect Product usernames or passwords or misappropriate access tokens.
  - You may not sell, license, or purchase any data obtained from us or our services except as provided in the Terms.
  - You may not misuse any reporting, flagging, dispute, or appeals channel by making fraudulent, duplicative, or groundless reports or appeals.
- We can remove or restrict access to content that violates these provisions. We can also suspend or disable your account for conduct that violates these provisions. To help support our community, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) or our terms and policies if this feature exists in your jurisdiction. We also can remove or restrict access to content features, services, or information if we determine that doing so is reasonably necessary to avoid or mitigate misuse of our services or adverse legal or regulatory impacts to the InterlinkIQ System and Consultare Inc.

#### ● **The permissions you give us**

We need certain permissions from you to provide our services:

- Permission to use content, documents, and information concerning your employees, customers, and suppliers you created, uploaded, and shared: Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws. You retain intellectual property rights (copyright or trademarks) in any content you create, share, and use. Nothing in these Terms takes away your rights to your content.

You can freely share your content with anyone else, wherever you want. However, to provide our services, we need you to give us all legal permissions (known as a “license”) to use this content. This is solely to provide and improve our products and services. Specifically, when you share, post, or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and settings). This means, for example, that if you share a document on the InterlinkIQ System, you give us permission to store, copy, and share it with others (again, consistent with your settings), such as InterlinkIQ System products or service providers that support those products and services. This license will end when your content is deleted from our systems. You can delete individual content you share, post, and upload at any time. In addition, all content posted to your InterlinkIQ System account will be deleted if you delete your account. Account deletion does not automatically delete content that you post as an admin of a page or that you create collectively with other users, such as documents or contents shared in the InterlinkIQ System community that may continue to be visible to others members and subscribers. It may take 90 days to delete content after we begin the account deletion process or receive a content deletion request. After the content is deleted, it may take up to another 90 days to remove it from backups and disaster recovery systems. Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:

- where others have used your content in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted);
- where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
- where immediate deletion would restrict our ability to:
- investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems);
- protect the safety, integrity, and security of our Products, systems, services, our employees, and users, and defend ourselves;
- comply with legal obligations for the preservation of evidence, including data companies providing financial products and services preserved to comply with any record-keeping obligations required by law; or
- comply with a request of judicial or administrative authority, law enforcement, or a government agency;
- In which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis). In each of the above cases, this license will continue until the content has been fully deleted. Permission to use your name, profile picture, logos, and information about your actions with ads and sponsored or commercial content: You permit us to use your name and profile picture and information about actions you have taken on InterlinkIQ System next to or in connection with ads, offers, and other sponsored or commercial content that we display across our Products, without any compensation to you. Permission to update software you use or download: If you download or use our software, you give us permission to download and install updates to the software where available.

- **Limits on using our intellectual property**

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds, programs, policies, procedures, protocols, forms, and training materials we provide that you add to content you create or share, we retain all rights to that content (but not yours). With our prior written permission, you can only use our copyrights or trademarks (or similar marks). You must obtain our written permission (or permission under an open-source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

## **Additional Provision**

- **Updating our Terms**

We constantly work to improve our services and develop new features to improve our products for you and our community. As a result, we may need to update these Terms from time to time to reflect our services and practices accurately, promote a safe and secure experience on our Products and services, and/or comply with applicable law. Unless otherwise required by law, we will notify you before we make changes to these Terms and allow you to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products. However, suppose you do not agree to our updated Terms and no longer want to be a part of the InterlinkIQ System community. In that case, you can delete your account anytime.

- **Account suspension or termination**

We want the InterlinkIQ System to be a system where people and enterprises feel welcome and safe to grow personally and professionally. Suppose we determine, at our discretion, that you have clearly, seriously, or repeatedly breached our Terms or Policies. In that case, we may suspend or permanently disable your access to the InterlinkIQ System Products and services. We may permanently disable or delete your account. We may also disable or delete your account if you repeatedly infringe other people's intellectual property rights or if we are required to do so for legal reasons. We may disable or delete your account if, after registration, your account is not confirmed, unused, and remains inactive for an extended period or if we detect someone may have used it without your permission. We are unable to confirm your ownership of the account. Where we take such action, we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons. If you delete or we disable or delete your account, these Terms shall terminate as an agreement between you and us.

- **Limits on liability**

We work hard to provide the best products and services and specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, and NON-INFRINGEMENT. We do not control or direct what

people and enterprises do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content). We cannot predict when issues might arise with our Products and services. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Consultare Inc. Products (however caused and on any theory of liability, including negligence), even if we have been advised of the possibility of such damages. Our aggregate liability arising from or relating to these Terms or the Consultare Inc. Products will not exceed the greater of \$249.00 or the amount you paid us in the last billable month.

- **Disputes**

We try to provide clear rules to limit or hopefully avoid disputes between you and us. However, if a dispute does arise, it's useful to know where it can be resolved and what laws will apply. You and Consultare Inc. each agree that any claim, cause of action, or dispute between us that arises out of or relates to these Terms or your access or use of the InterlinkIQ System and Consultare Inc. Products and services shall be resolved exclusively in the U.S. District Court for the state of Virginia, Fairfax County, Alexandria City. You also agree to submit to the personal jurisdiction of either of these courts to litigate any such claim and that the laws of the State of Virginia will govern these Terms and any claim, cause of action, or dispute without regard to conflict of law provisions. Without prejudice to the foregoing, you agree that, in its sole discretion, Consultare Inc. may bring any claim, cause of action, or dispute we have against you in any competent court in the country in which you reside that has jurisdiction over the claim.

- **Other**

- These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Consultare Inc. regarding your use of our Products and services. They supersede any prior agreements.
- Some of the products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products or services for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our Terms. If any portion of these Terms is found to be unenforceable, the unenforceable portion will be deemed amended to the minimum extent necessary to make it enforceable, and if it can't be made enforceable, then it will be severed, and the remaining portion will remain in full force and effect. It will not be considered a waiver if we fail to enforce any of these terms. Any amendment to or waiver of these Terms must be made in writing and signed by us.
- You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
- You may designate a person (called a legacy contact) to manage your account if it is memorialized. If you enable it in your settings, only your legacy contact or a person whom you have identified in a valid will or similar legal document expressing clear consent to disclose your content to that person upon death or incapacity will be able to seek limited disclosure of information from your account after it is memorialized. ● These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these

- Terms are freely assigned by us in connection with a merger, acquisition, or sale of assets, by operation of law or otherwise.
- We may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
  - We always appreciate your feedback and other suggestions about our products and services. But we may use feedback and other suggestions without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
  - We reserve all rights not expressly granted to you.

### **Restricted Activities**

You may not engage in any of the following concerning the Services (including, without limitation, posting or transmitting content through the Services), and you agree not to use the Services to:

- violate or encourage the violation of any local, state, national, or international law or regulation;
- collect or store personal data about other users of our Services or solicit personal information from any individual without proper rights or consent of the individual;
- send or promote any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, disparaging regarding racial, gender, or ethnic background, any statement that you have reason to know is false or misleading, or otherwise objectionable messages, as determined by InterlinkIQ in its sole discretion;
- infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other rights of any party, or distribute any content you do not have a right to make available under any law or contractual or fiduciary relationships;
- promote or distribute any unauthorized advertising, promotional materials, or material that can be characterized as “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or similar material;
- disrupt or interfere with the security or use of the Services or any websites or content linked to them;
- interfere with or damage the integrity of the Services, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information, or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our Services;
- use the Services to store or transmit code, files, scripts, agents, or programs intended to harm, including, for example, viruses, worms, time bombs, or Trojan horses;
- attempt to use another user’s account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) InterlinkIQ, or create or use a false identity;
- attempt to obtain unauthorized access to the Services or portions thereof that are restricted from general access;
- use any meta tags or any other “hidden text” utilizing InterlinkIQ name, trademarks, or product names;
- attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the Services;
- engage in any activity that interferes with any third party’s ability to use or enjoy the Services; or assist any third party in engaging in any activity prohibited by these Terms of Service. Further, without our written consent, you may not:

- reproduce, duplicate, copy, sell, resell, create derivative works, or exploit for any commercial purpose any InterlinkIQ content or any use of or access to the Services;
- use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the Services or monitor or copy our web pages or the content contained thereon;
- deep link to the Services for any purpose; or frame the Services, place pop-up windows over any content, or otherwise affect the display of the Services;
- access the Services to build a competitive service or to benchmark with a non-InterlinkIQ service; or reverse engineer the Services (to the extent such restriction is permitted by law).