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# LEGAL AGREEMENTS

## LINCKO

Keep it simple

**Project management software for small and medium businesses**

THE LEGAL AGREEMENTS SET FORTH BELOW GOVERNS YOUR USE OF ALL LINCKO SERVICES. IF YOU AGREE TO THESE TERMS, TICK THE BOX "I HAVE READ AND AGREE THE TERMS OF USE AND THE PRIVACY POLICY" IF YOU DO NOT AGREE TO THESE TERMS, DO NOT TICK THE BOX "I HAVE READ AND AGREE THE TERMS OF USE AND THE PRIVACY POLICY" AND DO NOT USE THE SERVICES.

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## 1) TERMS OF USE

This legal agreement between you and LINCKO governs your use of Lincko application.

### a. Definition of Lincko application

LINCKO is the provider of a project management online platform that permits you to collaborate, communicate and operate your projects with your team members online. The term of “Lincko application” will be used to define “LINCKO’s project management online platform”.

### b. Beta version

Since Lincko application is currently in Beta version only, LINCKO proposes this service for free but limited to “starter” account. Other accounts are available for free but only for users who had precedent business activity with us and under acceptance of our board of directors. Once Lincko application will stop to be in Beta version and will become in production release, accounts will be payable. Customers from Beta version will get a significant launch promotion offer to continue the service. Customers who are using the service within the free account conditions from production version, we continue to be able to use the application for free. As a Beta version, LINCKO cannot warranty the integrity of the whole Lincko application operation, knowing that, LINCKO strongly advise to always keep a copy of your data by your side.

### c. Requirements for use

Lincko application is available for individuals aged 13 and older. If you are below the age of 13, please review this agreement with your parents or legal guardians before using Lincko application.

The use of Lincko application requires a compatible device (netbook, notebook, personal computer, or similar), a fast internet access (ADSL or better), and a compatible software. Lincko application has been designed to work well within some browsers (IE, Chrome, Firefox, Opera) within Linux, Microsoft Windows and Mac OS; the use of any other system might affect some functionalities. Your ability to use Lincko application and the performance of our service may be affected by these factors. Such system requirements are your sole responsibility.

### d. Your account

As a registered user of Lincko application, you may create an account, an account can be a User account and/or a Company account you own. Do not share your account information to anyone else, less you do so at your own risk. You are solely responsible for maintaining the confidentiality and security of your account and all activities relating to your account. If your account has been compromised, you agree to immediately notify LINCKO of your account; failure to promptly notify LINCKO of any security breach is at your own risk. LINCKO will not be responsible for any losses arising out of the unauthorized use of your account.

In order to use Lincko application, you must enter your Username and your Password. Once you have authenticated your account, you will have access to Lincko application.

You agree to provide all accurate and complete information when registering an account and you agree to update your account to further reflect the accuracy and completeness of your information.

e. Your contents and information

You (the user) are responsible and own all contents, information or uploaded files you post through Lincko application in your Company account, or someone else Company account. In your Company account, you can control how your information is shared through Lincko application. You specifically grant Lincko application permissions to share your contents and information with other team members of your project groups. You acknowledge that this agreement will end when you delete projects from your Company account, or even you Company account itself (need to contact us directly for this request). You understand that even after the deletion, online data may still be stored for backup purpose only, and for periods of limited time, but will not be available to any third parties.

In someone else Company account, you understand that you do not have the control on how your content and information is shared, only the owner of the Company account give the grant permissions, but you still have to control on deletion (or modification) if you have access to the project corresponding. The owner of the Company account has the right to delete any content, information and data without notify you. You understand that even after the deletion, online data may still be stored for backup purpose only, and for periods of limited time, but will not be available to any third parties.

f. No unlawful or prohibited use

As a condition of your use of Lincko application, you warrant to LINCKO that you will not use Lincko application for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use Lincko application in any manner which could damage, disable, overburden, or impair Lincko application or interfere with any other party's use and enjoyment of Lincko application. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through Lincko application.

g. Use of communication services

LincKo application contain communication facilities designed to enable you to communicate with your team member groups, you agree to use the communication services only to post, send and receive messages and material that are proper and related to the particular communication service. You understand that LINCKO has no obligation to monitor the communication services.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, pornographic, nudity, violent or unlawful content, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Distribute any file posted by another user, even if you know him. It cannot be legally distributed in such manner.
- Violate any code of conduct or other guidelines which may be applicable for any particular communication service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

#### h. Internet privacy

By using Lincko application, you agree and acknowledge that the internet cannot be, and will never be completely private and secure. You understand that any information you post, upload and share with others users through Lincko application may be read or intercepted by others, even if there is a special notice that a particular data is encrypted. Please refer to LINCKO's Privacy Policy for further detail.

#### i. Indemnity

You agree to indemnify and hold LINCKO, its officers, investors, successors in interest, employees, and associates harmless from any demands, loss, liabilities, claims or expenses (including attorneys' fees), made against LINCKO by any third party due to or arising out of or in connection with your use of Lincko application.

#### j. Amendments

LINCKO holds the right to make changes to our Terms and Conditions without notice should we find it necessary to do so. LINCKO may or may not notify user of changes, it is your responsibility to keep yourself updated with our Terms and Conditions.

#### k. Violation of the terms and conditions

LINCKO may disclose any information we have about you (including identity) if we find that such disclosure is necessary relating to any investigation or complaint regarding your use of Lincko application, or to identify, contact and take legal action against someone who may be misusing or interfering with LINCKO's rights and property, or the rights or property of other users. LINCKO reserves the right at all times to disclose any information that LINCKO deems necessary to comply with any applicable law, regulations, or federal process. LINCKO may also disclose your information when LINCKO applicable laws requires or allows such disclosures, including conducting acts of fraudulent activities. You agree that LINCKO may, at our discretion and without prior notice, terminate your access to our website and/or block your future access to Lincko application if we determine that you have violated our Terms and Conditions. You also agree that LINCKO may, at our discretion and without prior notice, terminate your access to Lincko application for any cause including, but not limited to:

- Request by law officials or governmental agencies.
- A request by you, self-termination.
- Unexpected technical difficulties or problems.

If LINCKO ever take legal action against you as a result of your violations of our Terms and Conditions, LINCKO is entitled to recover from you all attorney fees and cost of legal action including any damages and fees incurred by LINCKO. LINCKO is not liable for you or any third party as a result of your account termination due to your violation of our Terms and Conditions.

## 2) PRIVACY POLICY

This Privacy Policy governs the manner in which LINCKO collects, uses, maintains and discloses information collected from Users (each, a “User”) of the <http://www.lincko.com> website (“Site”) or any subdomain of “lincko.com”. This privacy policy applies to the Site and all products and services offered by LINCKO.

### a. Personal identification information

We may collect personally identification information from Users in a variety of ways, including, but not limited to, when Users visit our Site, register on the Site, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, as appropriate, name, email address. We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

### b. Non-personal identification information

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service provider utilized and other similar information.

### c. Web browser cookies

Our Site may use “cookies” to enhance User experience. User’s web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

### d. How we use collected information

LINCKO collects and uses User personal information for the following purposes:

- To personalize User experience
  - We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.
- To improve our Site
  - We continually strive to improve our website offerings based on the information and feedback we receive from you.
- To improve customer service
  - Your information helps us to more effectively respond to your customer service requests and support needs.
- To administer a content, promotion, survey or other Site feature
  - To send Users information they agreed to receive about topics we think will be of interest to them.
- To send periodic emails
  - The email address Users provide will only be used to respond to their inquiries, and/or other requests or questions. If User decides to opt-in to our mailing list,

they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

e. How we protect your information

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

f. Sharing your personal information

We do not sell, trade, or rent User personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and User with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the Site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes provided that you have given us your permission. We may share your Username, First/Last names, Company name, Position and Avatar with others users within Lincko application. We also reserve the right to freely moderate all comments made within Lincko application. Even though LINCKO owns the code, databases and rights to our applications, you, the User, retain all rights to the data you share and upload. Under special circumstances, LINCKO reserves the right to disclose your personal information should it relate to any legal matter or proceedings or if you have violated our Terms and Conditions.

g. Changes to this privacy policy

LINCKO has the discretion to update this privacy policy at any time. When we do make changes, we will post a notification on the main page of our Site and send you an email. We encourage User to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

h. Your acceptance of these terms

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.



### 3) CONTACTING US

If you have any questions about the Terms of use, the Privacy Policy, the practices of this site, or your dealings with this site, please contact us at:

LINCKO

<http://www.lincko.com>

[lincko@lincko.com](mailto:lincko@lincko.com)