

# Linklings User Terms of Service

Effective: May 25, 2018

## 1. The Basics

These User Terms of Service (the “User Terms”) govern your access and use of our services, tools and platform (the “Services”). Please read them carefully. Even though you are signing onto an existing Customer’s Linklings Site, these User Terms apply to you as a user of the Services. Thank you for using our services.

## 2. These User Terms are Legally Binding

These User Terms are a legally binding contract between you and us. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms, you confirm that you have read, understand, and agree to be bound by the User Terms. “We”, “our” and “us” refers to Linklings, LLC.

## 3. You are a User on a Linklings Site Controlled by a “Customer”

An organization or other third party that we refer to in these User Terms as “Customer” has contracted the use of a Linklings Site (i.e., a unique installation of Linklings Services).

Customer has separately agreed to our Customer Terms of Service and/or entered into a written agreement with us (in either case, the “Contract”) that permitted Customer to create and configure a Linklings Site. The Contract contains our commitment to deliver the Services to Customer.

When a User (including you) submits content or information to the Linklings Services, such as submissions, applications, reviews, files, or other data (“Customer Data”), you acknowledge and agree that the Customer Data is controlled by Customer and the Contract provides Customer with many choices and control over that Customer Data. For example, Customer may provision or deprovision access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

## 4. The Relationship Between You, Customer and Us

AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER’S RESPONSIBILITY TO (A) INFORM YOU AND ANY USERS OF CUSTOMER’S LINKLINGS SITE OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICES; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE

CONTRACT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS. LINKLINGS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

### **5. You Must be Over the Legal Age**

To the extent prohibited by applicable law, the Services are not intended for and should not be used by anyone under the age of sixteen. You represent that you are over the legal age and are the intended recipient of Customer's invitation to the Services. You may not access or use the Services for any purpose if either of the representations in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

### **6. You Are Here At the Pleasure of Customer (and Us)**

These User Terms remain effective for the duration that Customer's Linklings Site remains active, or your access to the Services has been terminated by Customer or us. Please contact Customer or us if you at any time or for any reason wish to terminate your account.

### **7. Acceptable Use**

Here we set out a list of acceptable and unacceptable conduct for our Services. If we believe a violation of the policy is deliberate, repeated or presents a credible risk of harm to other users, our customers, the Services or any third parties, we may suspend or terminate your access. This policy may change as Linklings grows and evolves, so please check back regularly for updates and changes. To help ensure a safe and productive work environment, all Users must comply with these rules and remain vigilant in reporting inappropriate behavior or content to Customer and us.

Do:

- comply with all User Terms of Service;
- comply with all applicable laws and governmental regulations, including, but not limited to, all intellectual property, data, privacy, and export control laws, and regulations promulgated by any government agencies, including, but not limited to, the U.S. Securities and Exchange Commission, and any rules of any national and other securities exchanges;
- upload only information that you have the right or permission to share with the Customer for the purposes of the Website;
- use commercially reasonable efforts to prevent unauthorized access to or use of the Services;
- keep passwords and all other login information confidential;
- monitor and control all activity conducted through your account in connection with the Services;

- promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of a username, password, or account; and
- comply in all respects with all applicable terms of the third party applications, including any that Customer elects to integrate with the Services that you access or subscribe to in connection with the Services.

Do not:

- permit any third party that is not a User to access or use a username or password for the Services;
- share, transfer or otherwise provide access to an account designated for you to another person;
- use the Services to store or transmit any data that may infringe upon or misappropriate someone else's trademark, copyright, or other intellectual property, or that may be tortious or unlawful;
- upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or a technology that unlawfully accesses or downloads content or information stored within the Services or on the hardware of Linklings or any third party;
- attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services (including any mechanism used to restrict or control the functionality of the Services), any third party use of the Services, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services;
- use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;
- impersonate any person or entity, including, but not limited to, an employee of ours, an employee or agent of the Customer, or any other User, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
- use the Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act or other laws and regulations concerning national security, defense or terrorism;
- access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- place any advertisements within a Linklings Website;

- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- sublicense, resell, time share or similarly exploit the Services;
- use the Services for consumer purposes, as Linklings is intended for use by businesses and organizations;
- use contact or other user information obtained from the Services (including email addresses) to contact Users outside of the Services without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for Users for use outside of the Services; or
- authorize, permit, enable, induce or encourage any third party to do any of the above.

## **8. Limitation of Liability**

If we believe that there is a violation of the Contract, User Terms, or any of our other policies that can simply be remedied by Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, Users, or any third parties. IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS AND WE WILL HAVE NO FINANCIAL LIABILITY TO YOU FOR A BREACH OF THESE USER TERMS. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

## **9. Application of Consumer Law**

Linklings Services are professional tools intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If however any consumer laws (e.g., in Australia, the Competition and Consumer Act 2010 (Cth)) do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to Customer of pre-paid fees covering the remainder of the term.

## **10. Survival**

The sections titled “The Relationship Between You, Customer, and Us,” “Limitation of Liability,” and “Survival,” and all of the provisions under the general heading “General Provisions” will survive any termination or expiration of the User Terms.

#### **11. Email and Notifications**

Except as otherwise set forth herein, all notices under the User Terms will be by email, although we may instead choose to provide notice to Users through the Services (e.g., a notification banner on the Linklings Site). Notices to Linklings should be sent to [support@linklings.com](mailto:support@linklings.com). A notice will be deemed to have been duly given (a) the day after it is sent, in the case of a notice sent through email; and (b) the same day, in the case of a notice sent through the Services. Notices under the Contract will be delivered solely to Customer in accordance with the terms of that agreement.

#### **12. Privacy Policy**

Please review our Privacy Policy which can be found at <http://linklings.com> for more information on how we collect and use data relating to the use and performance of our Services.

#### **13. Modifications**

As our business evolves, we may change these User Terms. If we make a material revision to the User Terms, we will provide you with the revised User Terms by showing a notification when logging into the Linklings Site. You can review the most current version of the User Terms at any time by visiting <http://linklings.com>. Any revisions to these User Terms will become effective on the date set forth within the revised User Terms. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

#### **14. Waiver**

No failure or delay by either party in exercising any right under the User Terms will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

#### **15. Severability**

The User Terms will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.

#### **16. Assignment**

You may not assign any of your rights or delegate your obligations under these User Terms, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or

in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

#### **17. Governing Law; Venue; Waiver of Jury Trial; Fees**

The User Terms, and any disputes arising out of or related hereto, will be governed exclusively by the same applicable governing law of the Contract, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in the applicable venue of the Contract will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the User Terms or its formation, interpretation, or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the User Terms. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

#### **18. Entire Agreement**

The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any policies referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the policies referenced in these User Terms (e.g., the Privacy Policy). Customer will be responsible for notifying Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

#### **19. Contacting Linklings, LLC**

Please feel free to contact us if you have any questions about Linklings' User Terms of Service. You may contact us at [support@linklings.com](mailto:support@linklings.com).