TERMS OF USE FOR ALL USERS OF LINX ACQUISITIONS, LLC DBA LINX TECHNOLOGIES ("LINX") WEBSITE AND MOBILE APPLICATIONS

- 1) <u>Consent to Terms.</u> Your use of the website and/or application is your consent to these Terms of Use. Your failure to comply results in the termination of your rights of access and use.
- 2) <u>Product Sales.</u> The terms governing products sold by LINX are found at linxtechnologies.com/terms-and-conditions and are deemed to be incorporated by reference into these Terms of Use.
- 3) <u>Ownership.</u> As between users and LINX, all materials and related intellectual property rights appearing on the website and/or application are the property of LINX.
- 4) **No Reuse.** Material appearing on the website or in the application may not be reproduced or used for any other purpose without the prior written consent of LINX.
- 5) <u>No Unauthorized Use.</u> No material is to be included on the website or in the Application unless the person or entity proposing to include it has full ownership or a valid license allowing its inclusion.
- 6) **No Inappropriate Material.** No material is to be included on the website or in the Application if it is obscene, abusive, false, violent or defamatory and LINX maintains sole discretion to remove, without notice, any material which it deems to be inappropriate for any reason. It is anticipated that the site and Application will be moderated.
- 7) No Warranty. LINX does not warrant any content which appears on the website or through the application and users acquire no rights with respect to LINX or otherwise. Product warranties, if any, are only as expressly stated at the above-linked site. All other warranties, including warranties of merchantability and fitness for a particular purpose are expressly disclaimed.
- 8) No Assurance of Employment. Submission of an application for employment on this website or elsewhere is not an assurance of an offer of employment or continuation of the application process.
- 9) At Will. All employment with LINX will be "at-will." This means that LINX or an employee may terminate employment at any time, with or without advance notice, and for any reason or no reason at all. Nothing contained on this website should be taken as an express or implied promise of employment.
- 10) Equal Opportunity. LINX is an equal opportunity employer.
- 11) <u>Risk of Security Breaches.</u> While LINX believes and intends that its information security practices reflect good practice, there is no such thing as perfect information security. As

- such, users assume the risk of security breaches and all consequences resulting from them. In furtherance of the foregoing, users must safeguard their LINX credentials.
- 12) <u>Children not Authorized.</u> Our website and the LINX application are not intended for the use of children under 18 and no such person is authorized to use it.
- 13) <u>Take-Down Notices.</u> Anyone believing that any material on the website or in the application is infringing their copyright interest or otherwise violating any of their rights should provide written notice to LINX describing in detail the basis for their concern and their legal interest in the material at issue. Please send a written request by e-mail to webmaster@linxtechnologies.com, or via US mail. Include "Notice of Copyright Concern" in the subject line of your e-mail or on the envelope or post card and in the body of your request. Please include your name and full contact information. Upon receipt of such notice, LINX will investigate and remove material if necessary. You will be notified of the results of such investigation.
- 14) <u>Modification by LINX.</u> LINX may modify these Terms of Use or modify/discontinue the website or application at any time for any reason.
- 15) <u>Choice of Law and Arbitration.</u> Irrespective of the situs of any user, these Terms of Use shall be governed by Pennsylvania law and any dispute arising hereunder or relating hereto shall be resolved only by single arbitrator arbitration in Philadelphia PA. No class action may be pursued or maintained with respect to any dispute regarding these Terms of Use or the related Privacy Policy or any aspect of use of this site or mobile application.