



## **TERMS OF USE**

Welcome to the Linkibag Service (defined below). By using our Service, you are agreeing to these Terms of Use (defined below). Please read them carefully.

These Terms of Use were last updated on April 23, 2020.

### **ACCEPTANCE OF TERMS OF USE**

This Terms of Use Agreement (“Agreement”) is made by and between Linkibag, Inc. (hereinafter “Linkibag” “we” or “us” or “our”), a Delaware corporation, and you, the user (“you”, “your” or “User”). Linkibag owns and operates the website, [www.linkibag.com](http://www.linkibag.com), the mobile and touch versions, any sites we have now or in the future that reference these Terms of Use, and any other services provided by us (collectively, the “Service”).

This Agreement contains the complete terms and conditions that govern the use of the Service. Please read this agreement carefully before accessing or using the Service.

In addition, certain areas of the Service may be subject to additional terms of use that we make available for your review. By using such areas, or any part thereof, you are expressly indicating that you have read and agree to be bound by the additional terms of use applicable to such areas. In the event that any of the additional terms of use governing such area conflict with these Terms of Use, the additional terms will control.

The most current version of this agreement can be reviewed by going to <https://www.linkibag.com/linkibag/page/terms>. You are hereby put on notice that you are obligated to periodically review this document to make yourself aware of any changes hereto and any continued use of the Service shall constitute your acceptance thereof.

The Privacy Policy, together with these Terms of Use, and any other terms contained herein or incorporated herein by referenced, are collectively rereferred to as the “Terms of Use.” The term “using” also includes any person or entity that accesses or uses the Service with crawlers, robots, data mining, or extraction tools or any other functionality.

**PLEASE REVIEW THE FOLLOWING SECTIONS OF THESE TERMS OF USE CAREFULLY: (A) DISCLAIMER & LIMITATION OF LIABILITY, (B) INDEMNITY, AND (C) DISPUTES.**

**BY VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS SERVICE, OR OTHER LINKIBAG SOFTWARE, SERVICES, WEBSITES, OR CONTENT (COLLECTIVELY THE "SERVICES"), YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. YOU ALSO AGREE TO OUR PRIVACY POLICY, INCORPORATED HEREIN BY REFERENCE AND LOCATED AT <https://www.linkibag.com/linkibag/page/policy>.**

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS SERVICE. LINKIBAG RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT LINKIBAG'S SOLE DISCRETION. CONTINUED USE OF ANY**

PART OF THIS SERVICE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

- 1. About the Service.** The Service is a platform that provides technologies and services that enable people to connect with each other, build communities, and share links.
- 2. Access to the Service and Advertising.** We don't charge you to use the Service or the other products and services covered by these Terms. Instead, businesses and organizations pay us to show you ads for their products and services. By using our Service, you agree that we can show you ads that we think will be relevant to you and your interests. We use your personal data to help determine which ads to show you. We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content. Our Privacy Policy explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your settings at any time to review the privacy choices you have about how we use your data. We use your personal data, such as information about your activity and interests, to show you ads that are more relevant to you. Protecting people's privacy is central to how we've designed our ad system. This means that we can show you relevant and useful ads without telling advertisers who you are. We don't sell your personal data. We allow advertisers to tell us things like their business goal, and the kind of audience they want to see their ads (for example, people between the age of 18-35 who like cycling). We then show their ad to people who might be interested. We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off Linkibag. For example, we provide general demographic and interest information to advertisers (for example, that an ad was seen by a woman between the ages of 25 and 34 who lives in Nebraska and likes software engineering) to help them better understand their audience. We don't share information that directly identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us specific permission. We collect and use your personal data in order to provide the Services described above to you. You can learn about how we collect and use your data in our Privacy Policy. You have controls over the types of ads and advertisers you see, and the types of information we use to determine which ads we show you.
- 3. Notice to Minors.** The Service is not intended for users under the age of 18 (or applicable age in your country) and users under 18 (or applicable age in your country) should not use the Service. As a condition of your use of the Service, you agree that you have reached the age of majority in the state or province in which you reside; you are able to create a binding legal obligation; and you are not barred from receiving products or services under applicable law. To access this Service, Service resources, links or other content, you may be asked to provide certain registration details or other information. It is a condition of your use of this Service that all the information you provide will be correct, current, and complete. If Linkibag believes the information you provide is not correct, current, or complete, Linkibag has the right to deny access to this Service, or to any of its resources, and to terminate or suspend your access at any time. Linkibag retains the right, at our sole discretion, to deny service or use of the Service or an account to anyone at any time and for any reason. While we use reasonable efforts to keep the Service and your account accessible, the Service and/or your account may be unavailable from time to time. You understand and agree that there may be interruptions in service or events, Service access, or access to your account due to circumstances both within our control and outside of our control.

4. **Applicable Use.** You may use this Service only for purposes expressly permitted by this Agreement. As a condition of your use of Linkibag's Service, you warrant to Linkibag that you will not use the Service for any purpose that is unlawful, immoral, or otherwise prohibited by these terms, conditions, and notices.
5. **No Co-Branding or Framing.** You may not use or authorize any party to co-brand or frame any Linkibag Service without the express prior written permission of an authorized representative of Linkibag in each instance. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, trade name, service mark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Service or content accessible within this Service. For purposes of these Terms of Use, "framing" refers to displaying any Linkibag webpage or mobile application page within a bordered area of another website, regardless of whether the address of the originating Linkibag Service is visible. Furthermore, you agree to cease any unauthorized co-branding or framing immediately upon notice from Linkibag.
6. **No Unlawful Access.** You agree that you will not use Linkibag's Service in any manner that could in any way disable, overburden, damage, or impair the Service, or otherwise interfere with any other party's use and enjoyment of the Service. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Service. You agree to abide by all applicable local, state, national, and international laws and regulations, including U.S. export and re-export control and economic sanction laws and regulations, with respect to your use of the Service. You also acknowledge and agree that your use of the Internet and access to the Service is solely at your own risk. You should also understand that the confidentiality of any communication or material transmitted to/from a Service over the Internet or other form of global communication network cannot be guaranteed. Accordingly, Linkibag is not responsible for the security of any information transmitted to or from the Service.
7. **Personal and Non-Commercial Use Limitation.** Linkibag's Service are for your personal and non-commercial use, unless otherwise specified in writing. You may not use any Linkibag Service for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of Linkibag in each instance, which permission will be at Linkibag's sole and absolute discretion. You must not post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engage in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicit funds, advertisers, and/or sponsors for any purpose. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works of, transfer, sell, or otherwise infringe upon any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to Linkibag's Service, in whole or in part.
8. **Proprietary Information.** All content found on the Linkibag Service (the "Content") is considered the copyrighted and trademarked intellectual property of Linkibag, or of the party that created and/or licensed the Content to Linkibag. No rights or title to any of the Content contained on any Linkibag Service shall be considered transferred or assigned to the User at any time. Subject to all applicable laws, you agree that you will not copy, distribute, republish, modify, reverse engineer, reverse assemble, otherwise attempt to discover the source code, create derivative works of, transfer or sell any information, software, product or services obtained through the Service, or otherwise use the Content in any unauthorized way, without the prior written consent of Linkibag in each instance, except that you may print out and/or save one copy of the Content for your personal use only.
9. **Submissions.** You hereby grant to Linkibag a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute,

perform, and display all content, remarks, suggestions, ideas, graphics, or other information or materials of any kind or nature communicated by you (or on your behalf) to Linkibag through the Service (each, a "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You agree that Linkibag will not be bound to treat any Submission as confidential and may use any Submission in its business (including without limitation, for products, services, marketing, or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Linkibag operations or businesses.

- 10. Hyperlinking.** This Service may be hyperlinked to and by other websites or mobile applications which are not maintained by or related to Linkibag. Hyperlinks to such sites or mobile applications are provided as a service to Users and are not sponsored by, endorsed or otherwise affiliated with the Service or Linkibag. Linkibag has not reviewed any or all of such sites or mobile applications and is not responsible for the content of any linking sites, and any links made directly from a Linkibag Service to another web page should be accessed at the User's own risk. Linkibag makes no representations or warranties about the content, completeness, quality or accuracy of any such website or mobile applications, and as such, shall not be liable in connection with any loss, damage, cost or injury associated with any access thereto via this Service.
- 11. Use of Communication Services.** Linkibag's Service may contain forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, "Communications Services"). You agree to use the Communication Services only to post, send, and receive messages and content that are considered proper and related to the particular Communication Service. Users are required to treat others with respect. Among other actions, when using a Communication Service, you agree that you will not post, send, submit, publish, or transmit in connection with the Service, or cause to be posted, sent, submitted, published or transmitted, any material that:
- (i) you do not have the right to post, including without limitation personal information, pictures, videos or any other media of another person without their express permission, and any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);
  - (ii) advocates or could reasonably serve to encourage, either directly or indirectly, any illegal or immoral activity, or discusses an intent to commit an illegal act or violate any law, rule, or regulation;
  - (iii) is vulgar, obscene, pornographic, incendiary, or indecent;
  - (iv) threatens or abuses others;
  - (v) is libelous or defamatory towards others;
  - (vi) is racist, bigoted, hateful, abusive, harassing, threatening or offensive;
  - (vii) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;
  - (viii) harvests or otherwise collects information about others, including e-mail addresses, financial information or other personally identifying information, without their prior express consent in each instance;
  - (ix) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;
  - (x) falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);
  - (xi) advertises any commercial endeavor (e.g., offering for sale products or services), solicits funds, advertisers or sponsors for any purpose, or otherwise engages in any commercial activity (e.g.,

- conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Service;
- (xii) violates the privacy or publicity rights of any other person, including, without limitation, posting any personal identifying information of another individual, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, credit card numbers or any trade secrets or information for which you have any obligation of confidentiality;
  - (xiii) includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications device;
  - (xiv) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real-time activities via this Service;
  - (xv) amounts to a pyramid or other like scheme, including without limitation spam, junk mail, contests, chain letters, and surveys;
  - (xvi) disobeys any policy or regulations including any code of conduct or other guidelines established from time to time regarding the use of this Service and/or any networks connected to this Service;
  - (xvii) registers, subscribes, or unsubscribes any party for any Linkibag product or service if you are not expressly authorized by such party to do so;
  - (xviii) deletes or revises any material posted by any other person or entity; or
  - (xix) contains hyperlinks to other sites that contain content that falls within the scope of this Section.

You acknowledge that any materials uploaded to the Communication Service may be subject to posted limits on use, reproduction, and/or dissemination, and you are responsible for abiding by such limitations with respect to your submissions, including any downloaded materials. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Linkibag nor any third party that provides Content to Linkibag will assume or have any liability for any action made by Linkibag or such third party with respect to any submission.

You acknowledge that the Service may or may not pre-screen materials uploaded to the Communication Service, yet the Service and its designees shall have the right, but not the obligation, in its sole discretion, to pre-screen, refuse, remove, or delete any Content that violates this Agreement or is otherwise objectionable as determined by the Service in its sole discretion.

Linkibag reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Communication Services (or any part thereof) with or without notice. You agree that Linkibag will not be liable to you or any third party for any modification, suspension, or discontinuance of the Communication Services.

**WHILE LINKIBAG EXPLICITLY PROHIBITS THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT, AND THAT YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK, AND THAT LINKIBAG SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT.**

**YOU UNDERSTAND AND AGREE THAT IF YOUR USE OF COMMUNICATIONS SERVICES VIOLATES ANY OF THE ABOVE CODES OF CONDUCT, LINKIBAG CAN SUSPEND AND/OR TERMINATE YOUR USE OF THE SERVICE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES AND CONDUCT, WHETHER BY YOU OR ANYONE ELSE, THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.**

- 12. Right to Terminate Access.** Linkibag reserves the right to monitor use of the Service to determine compliance with these Terms of Use, as well as the right to edit, refuse to post, or remove any information or materials, in whole or in part, at its sole discretion. Linkibag reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- 13. Disclosure Under Law.** Linkibag reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request.
- 14. Personally Identifiable Information.** Linkibag cautions you against giving out any personally identifying information about yourself or your children in any Communication Service. In an effort to preserve your privacy, Linkibag agrees that it will treat any personally identifying information that you submit through the Service in accordance with the terms outlined in its Privacy Policy at <https://www.linkibag.com/linkibag/page/policy>, as well as in conformance with all applicable laws, rules, and regulations. BY ACCESSING THE SERVICE, YOU AGREE THAT YOU ARE ACCEPTING OUR PRIVACY POLICY.
- 15. Commercial Transactions.** Certain products or services may be offered for sale on the Service or through the Services. In the event you wish to purchase or to subscribe for any of these products or services, you will be asked by Linkibag or an authorized third party to supply certain information, including without limitation, your full name, address, telephone number and credit card information. You agree to provide us or such third party with the foregoing information as well as any other mandatory information. You agree that any such information provided shall be accurate, complete and current. You agree to comply with the terms and conditions of any agreement that you may enter into governing your purchase of the product or service. You shall be responsible for all charges incurred through your account as well as for paying any applicable taxes. By providing Linkibag with your credit card number and associated payment information, you agree that Linkibag and/or our third party service providers are authorized to immediately invoice your account for all fees and charges due and payable to us as a result of your order, including but not limited to service fees, subscription fees or any other fee or charge associated with your access to the Services and/or purchase of products. If payment cannot be charged to your credit card or if a charge is refunded for any reason, including chargeback, we reserve the right to either suspend or terminate your access and account. If Linkibag conducts a sweepstake, contest, or game on the Service, the rules governing any of the foregoing shall be accessible on the Service. By entering or participating in any of them, you agree to be subject to those rules, regulations and procedures. Please remember to read the rules carefully before participating.
- 16. Disclaimer & Limitations of Liability.** You understand that Linkibag cannot and does not guarantee or warrant that files available for downloading from the Linkibag Service will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to your computer(s), mobile device(s), or network(s). You acknowledge that you will be solely responsible for implementing sufficient procedures and checkpoints to protect your computer(s), mobile device(s), and network(s), and that you will maintain adequate means of backup of your personal data, external to this Service. Linkibag further disclaims any responsibility to ensure that the Content located on its Service is necessarily complete and up-to-date.

YOUR USE OF THIS SERVICE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, OR STATUTORY. LINKIBAG DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. LINKIBAG DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON ANY LINKIBAG SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LINKIBAG DOES

NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE USER ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND LINKIBAG MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SERVICE OR ITS CONTENT. LINKIBAG MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

LINKIBAG, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, WILL NOT BE LIABLE FOR ANY LOSS OR INJURY OR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF LINKIBAG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF LINKIBAG AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO LINKIBAG FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE. ALL CLAIMS MADE BY YOU HEREUNDER MUST BE MADE WITHIN ONE YEAR OF THE ACTION TO WHICH SUCH CLAIM RELATES OR FOREVER BE BARRED.

**17. Indemnity.** YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD LINKIBAG, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS SERVICE.

**18. Trademarks and Copyrights.** Trademarks, service marks, logos, trade names, and copyrighted works (hereinafter, "Intellectual Property") appearing on this Service are the property of Linkibag or the party that provided the Intellectual Property to Linkibag. Linkibag and any party that provides Intellectual Property to Linkibag retain all rights with respect to any of their respective Intellectual Property appearing in this Service and do not transfer at any time to user and/or any other third party.

**19. Copyright Infringement.** If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Linkibag all of the written information specified below. Please note that this

procedure is exclusively for notifying Linkibag and its affiliates that your copyrighted material has been infringed. Please include the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Service, including the current Website address;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is unauthorized by the copyright owner, its agent, and/or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

**20. Security.** If the Service requires you to open an account, you must complete the registration process by providing Linkibag with current, complete and accurate information, as prompted by the applicable form. Any passwords used for this Service are for individual use only. You will be responsible for the security of your password(s) at all times. From time to time, Linkibag may require that you change your password. You are prohibited from using any services or facilities provided in connection with this Service to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Linkibag reserves the right to release your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. Linkibag reserves the right to investigate suspected violations of these Terms of Use. Linkibag reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Linkibag to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD LINKIBAG HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY LINKIBAG DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER LINKIBAG OR LAW ENFORCEMENT AUTHORITIES.

**21. Disputes.** If there is any dispute about or involving these Terms of Use, the Service, and/or any Communications Services, you agree that any dispute shall be governed by the laws of the State of Illinois, notwithstanding any principles of conflicts of law. **This Agreement** shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its rules of conflict of laws. The parties hereto hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America located in such state (the "Delaware Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the Delaware Courts and agree not to plead or claim in any Delaware Court that such litigation brought therein has been brought in any inconvenient forum. You and Linkibag agree that the Federal Arbitration Act, the relevant rules, applicable federal law, and the laws of the State of Illinois, without regard to principles of conflicts of law, will govern this agreement for dispute resolution under Section 21, and any Disputes.



- (i) **Binding Arbitration.** Except as specifically stated herein, any dispute or claim between you and Linkibag and/or its affiliates, members, officers, directors, and employees arising out of, relating in any way to, or in connection with the Terms of Use, the Service or your use of the Service, or your personal information (“Dispute(s)”) shall be resolved exclusively by final, binding arbitration; except that you may bring a qualifying claim over a Dispute in a small claims court. The provisions of this Section 21 shall constitute your and Linkibag’s written agreement to arbitrate Disputes under the Federal Arbitration Act. The arbitration will be administered by the American Arbitration Association and conducted before a single arbitrator pursuant to its rules. The arbitrator will apply and be bound by this Agreement, applicable law and the facts, and issue a reasoned award, if appropriate.
- (ii) **No Class Action Matters.** We each agree that we shall bring any dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that disputes shall be arbitrated only on an individual basis and not in a class, consolidated, or representative action and that the arbitrator may award relief (including injunctive relief) only on an individual basis. The arbitrator does not have the power to vary these provisions.

**22. Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Boulevard, Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or Properties, or to receive further information regarding use of the Service or Properties.

**23. Miscellaneous**

- (i) If any part of these Terms of Use is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- (ii) You agree that no joint venture, partnership, employment, or agency relationship exists between you and Linkibag as a result of this Agreement or use of Linkibag’s Services.
- (iii) These Terms of Use, including, without limitation other terms incorporated by reference, constitute the entire agreement between you and Linkibag relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Linkibag with respect to Linkibag’s Services. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Service or any of its Services. Linkibag may revise these Terms of Use at any time by updating this posting. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Service after any changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.
- (iv) The failure of Linkibag to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Linkibag must be in writing and signed by an authorized representative of Linkibag.
- (v) The section titles in the Agreement are for convenience only and have no legal or contractual effect.

Please report any violations of this Agreement to Linkibag email us at [info@linkibag.com](mailto:info@linkibag.com). If you have any questions regarding this Agreement, please contact us at [questions@linkibag.com](mailto:questions@linkibag.com) or mail us using the following mail stop address: 8926 N. Greenwood Ave, Suite 220, Niles, IL 60714.