

# Terms of Use

Please review these Terms of Use (the “Terms”) before using this application or accessing any data on it. If you do not agree to these Terms without limitation or exclusion, you should exit this application. These Terms are effective immediately for new users, and from December 05, 2020 for existing users.

Linked Helper is not a LinkedIn product and is not endorsed by or affiliated with the LinkedIn Corporation.

## INTRODUCTION

We at Linked Helper LLC (“Linked Helper,” “we,” or “us”) welcome you to use the Linked Helper website (<https://www.linkedhelper.com/>) and desktop application available through the Linked Helper website at <https://www.linkedhelper.com/downloads.html> (collectively, “Application”). The Application allows individuals and legal entities to automate their work with LinkedIn.

These Terms set forth the legally binding terms and conditions which are applicable to your use of the Application. Please be reminded that the Terms constitute an agreement between you and us and define the rights and responsibilities that you have with respect to the Application.

Therefore, we encourage you to carefully familiarize yourself with the Terms. By registering on the Application and/or by clicking “I accept” or a similar button and/or by installing, accessing or using the Application (including any software or application forming part of the Application) you confirm that you have read and understood the Terms and any other documents referred to herein, including our Privacy Policy ( <https://www.linkedhelper.com/policy.pdf> ), and that you agree to be bound by the Terms. You represent and warrant that you have the right, authority and capacity to accept these Terms and to abide by them and that you have fully read and understood the Terms without any impairment in judgment resulting from (but not limited to) mental illness, intoxication, medication, or any other health or other problem that could impair judgment. Your use of the Application constitutes your acceptance of the Terms. Consequently, if you do not accept or understand the Terms, please do not use, install, access or register with the Application (including any software or application forming part of the Application). If your agreement to these Terms is required in connection with or after the installation process of any software or application forming part of the Application, and you do not agree to these Terms, you are not entitled to use the Application, in which case you must promptly uninstall and delete all copies of it.

## Changes to these Terms

From time to time, we may modify or amend the Terms. If we do so, we will post such modifications or changes in the Application. If you continue to use the Application following such a posting, you accept all such changes and modifications.

## ELIGIBILITY; REPRESENTATIONS; FEES AND PAYMENT

### Eligibility

These Terms govern the use of the Application. By using the Application, you accept these Terms. You must be at least eighteen (18) years of age to use the Application. Moreover, you represent and warrant that you will use the Application in compliance with all applicable laws and regulations. Use of the Application is unauthorized in any jurisdiction where the Application

or any part of it may violate any laws or regulations. You agree not to access or use the Application in such jurisdictions.

## **User Content Posted on the Service**

We wish to remind you that you are solely responsible for the personal information, photos, contact information that you upload, publish, provide or display on the Application. Similarly, your use of, or reliance on, any material or content posted in the Application is at your own risk.

## **Fees, Pricing and Payment**

By downloading the Application through your computer, your internet provider may charge fees for the download and use of the Application. You are solely responsible for the payment of all such fees, such as internet service provider or airtime charges.

You may purchase a paid license to access the Application (“Paid License”) directly from the Application by pre-paying a license fee giving you access to Linked Helper for a specific time period. You will be charged the applicable fees, and payment will become due at the time of your purchase. You authorize us to charge you using the payment method(s) available on the Application (“Designated Payment Method”).

We may correct any billing errors or mistakes that we may have made even if we have already requested or received payment from you. The terms of your payment will be based on your Designated Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of the Designated Payment Method.

Please note that one Paid License may be used for only one LinkedIn account logged in from one device at a time. You may switch between multiple LinkedIn accounts and multiple devices within one Paid License, but you will be automatically signed out of the Application for the LinkedIn account or device that is not in use at the time. If you want to use the Application for multiple LinkedIn accounts at the same time, you should purchase a separate Paid License for every LinkedIn account.

Linked Helper may change the price for the Paid Licenses, including subscription fees, from time to time, and will communicate any price changes to you in advance. Price changes will take effect at the start of the next license period following the date of the price change. By continuing to use Linked Helper after the price change takes effect, you accept the new price established for the license. If you do not agree to a price change, you have the right to reject the change by not purchasing the next Paid License for the period after the price change takes effect.

If you sign up for a trial, you agree that the Paid License for which you are receiving a trial will end 30 days after you start the trial.

Your Paid License will automatically terminate on the day after the last day of the current Paid License period. In order to continue using the Application, you should purchase a new Paid License for the next license period.

If you have purchased a Paid License and you cancel your payment or Paid License before the end of the current Paid License, we will not refund any license fees already paid to us.

## **INTELLECTUAL PROPERTY**

These Terms confer only the right to use the Application while these Terms and the specified licenses are in effect, and they do not convey any rights of ownership in or to the Application. All rights, title and interest, including any copyright, patent, trade secret, or other intellectual property rights in the Application (“Our Content”) will remain our sole property. Any services

provided to you under these Terms, and other data or materials that are prepared in the performance of such services, and all right, title, and interest in them will belong to us.

## **LICENSE TERMS**

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, revocable, non-assignable, and non-sublicensable license to download and install a copy of the Application onto any authorized device you own and control, and to use such copy of the Application solely for your personal, non-commercial use. We reserve all rights in the Application not expressly granted to you in these Terms.

The copy of the Application is licensed, not sold, to you. You agree that we and our licensors own all rights, title, and interest in and to the Application, including all intellectual property rights in it, and that we retain ownership of all copies of the Application even after installation on your device. You agree not to delete or in any manner alter the copyright, trademark, or other proprietary rights notices or markings that may appear in the Application.

Except as expressly specified in these Terms, you may not: (a) copy, modify, or create derivative works of the Application, including adaptations or modifications to the Application; (b) sell, rent, lease, distribute, transfer, sublicense, lend, or otherwise assign any rights to the Application to any third party; (c) make the Application available to multiple users by any means, including by uploading the Application to a file-sharing service or other type of hosting service or by otherwise making the Application available over a network where it could be used by multiple devices at the same time; (d) disassemble, decompile, reverse-engineer, or attempt to derive the source code of the Application or permit a third party to do so, except to the extent such activities are expressly permitted by law. You agree to comply with any technical restrictions in the Application that allow you to use the Application only in certain ways.

We are not obliged to maintain or support the Application, to provide any specific content through the Application, or to provide you with updates, upgrades, or services related to the Application. You acknowledge that we may in our sole discretion issue updates or upgrades to the Application, disable access to the Application for any period of time or permanently, and automatically update or upgrade the version of the Application that you are using on your device. You consent to such automatic updating or upgrading on your device, and agree that these Terms will apply to all such updates or upgrades, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern. You acknowledge and agree that we shall have no liability to you arising out of any unavailability of the Application.

The license to the Application granted under these Terms remains in effect until terminated by you or us or until the day after the last day of the current Paid License period. You may terminate the license at any time by destroying all copies of the Application in your possession or control. Without prejudice to any other terms set forth in these Terms, the license will automatically terminate without notice from us if you in any way breach any provision of these Terms. Upon termination in accordance with these Terms for any reason, you must cease all use of the Application and promptly delete and destroy all copies of the Application. Your termination of the license for any reason shall not release you from any liabilities or obligations set forth in these Terms which (a) have expressly been stated as surviving any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

## **COPYRIGHT INFRINGEMENT**

We respect the intellectual property rights of others. We will respond expeditiously to claims of copyright infringement using guidelines and procedures set forth in Section 512 of the Digital Millennium Copyright Act of 1998 (“DMCA”). If you see any material in the Application that in your good faith belief may infringe someone’s copyright, you may notify us by emailing us at [info@linkedhelper.com](mailto:info@linkedhelper.com) with “Copyright” in the subject line. In order for it to be effective, your notice, also known as a takedown notice, must include the following information:

- (1) The identity of the original copyrighted work that you claim is infringed or – if your notice covers multiple copyrighted works – you may provide a representative list of the copyrighted works that you claim have been infringed;
- (2) A sufficiently detailed description of the content on the Application that you claim infringes the copyrighted work;
- (3) Your contact information, including your full name, mailing address, telephone number, and email address, if available;
- (4) A statement that you believe in good faith that the use of the allegedly infringing content on the Application is not authorized by the copyright owner, its agent, or the law;
- (5) This statement: “I swear, under penalty of perjury, that the information in this notification and complaint is accurate and that I am the copyright owner, or am authorized to act on behalf of the copyright owner, of an exclusive right that is infringed”; and
- (6) A physical or electronic signature of the copyright holder or a person authorized to act on his or her behalf.

Moreover, if you believe your work was erroneously removed due to an incorrect claim of copyright ownership, you may provide us a written counter-notice. When we receive your counter-notice, we may, in our discretion, reinstate the material in question in not fewer than 10 nor more than 14 days after we receive the counter-notice, unless we first receive notice from the original complaining party who filed the infringement notice that it has filed a legal action to restrain the allegedly infringing activity. To provide a counter-notice to us, you may email us at [info@linkedhelper.com](mailto:info@linkedhelper.com). Please note that if you provide a counter-notice, in accordance with the terms of the DMCA, the counter-notice will be given to the original complaining party that filed the infringement notice. To be effective, a counter-notice must contain substantially all of the following information:

- (1) Identification of the material that has been removed or to which access has been disabled in the Application and the location at which the material appeared before it was removed or access to it was disabled;
- (2) Your name, address, telephone number and, if available, email address;
- (3) Include both of the following statements in the body of the Notice:

“I hereby state under penalty of perjury that I have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.”

“I hereby state that I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located or, if my address is outside of the United States, for

any judicial district in which Linked Helper may be found, and I will accept service of process from the complaining party who notified Linked Helper of the alleged infringement or an agent of such person.”

- (4) Provide your full legal name and your electronic or physical signature.

## **PROHIBITED ACTIVITIES**

The list below contains examples of behaviors that are prohibited in the Application:

- (1) Impersonating another person or entity;
- (2) Accessing or using the Application in an unlawful way or for any unlawful purpose;
- (3) Transmission of any data, materials, content or information which is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or otherwise unlawful;
- (4) Transmission of viruses, malware, or other malicious code in the Application;
- (5) Modification, reverse-engineering, or other manipulation of the Application; and
- (6) Interfering with, or disrupting, the Application.

In order to ensure the integrity of the Application, we reserve the right at any time in our sole discretion to block users with certain unique device identifiers from accessing the Application.

## **PRIVACY AND SECURITY**

Your privacy and the protection of personal data about you are very important to us. For a detailed description of how we collect and use personal data about you, please see our Privacy Policy ( <https://www.linkedhelper.com/policy.pdf> ), and familiarize yourself with the choices you can make about the way in which we collect and use personal data about you.

In addition to what is stated in the Privacy Policy, you agree not to:

- (1) Engage in unauthorized collection of users’ content or information or otherwise access the Application by automated means (including using so-called bots or scrapers) without an authorization from us;
- (2) Reveal any personal data related to another individual, including a person’s address, phone number, email address, credit card number or any information that may otherwise be used to track, contact or impersonate another individual;
- (3) Use a username that is the name of another person and intending to impersonate that person; or
- (4) Provide any false personal data to us or create any user account for anyone other than yourself without such person’s permission.

Moreover, by using the Application, you consent and agree to the collection and use of certain information about you and your use of the Application in accordance with our Privacy Policy and applicable laws and regulations related to personal data.

Please be reminded that you must protect any passwords or other credentials associated with your account for the Application and take full responsibility for any use of the account under your password.

## **MISCELLANEOUS TERMS**

### **The Application is Available “AS-IS”**

Your access to and use of the Application is at your own risk. You understand and agree that the Application is provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, OUR AFFILIATES AND WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Application or any content in the Application. We will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Application. Moreover, you agree that we do not have responsibility or liability for the deletion of, or the failure to store or to transmit, any material or content and other communications maintained in the Application. We make no warranty that the Application will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Application or our representatives, will create any warranty not expressly made in these Terms.

### **Links to Third-Party Websites**

The Application may contain links to websites owned or operated by third parties. Such links are provided for informational purposes only. We are not responsible for any such third-party websites and do not have control over any materials or content made available therein. Our inclusion of a link to a third-party website in the Application does not in any way imply our endorsement, advertising, or promotion of such websites or any materials or content made available there. By accessing a third-party website, you accept that we do not exercise any control over such websites or their content. We have no responsibility for the content of any third-party website. We encourage you to familiarize yourself with the terms of service applicable to any third-party website you may access.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF ANTICIPATED SAVINGS; ACCRUED BUT WASTED EXPENDITURE; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL; OR OTHER INTANGIBLE LOSSES RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE APPLICATION; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE APPLICATION, INCLUDING ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE APPLICATION; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF ANY MATERIAL OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE

POSSIBILITY OF SUCH DAMAGE. IN SOME JURISDICTIONS THE APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN ALL CASES OUR MAXIMUM LIABILITY IS LIMITED TO ANY FEES PAID BY YOU TO US.

## **Indemnity**

You agree to indemnify and hold us harmless from any claim or demand, including attorney's fees, made by any third party due to or arising out of your breach of these Terms, or your violation of any law or the rights of a third party. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

## **Waiver and Severability**

Our failure to exercise any rights under these Terms shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future. In the event that any provision of these Terms is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction for any reason, the remaining provisions of these Terms will remain in full force and effect.

## **Governing Law and Resolution of Disputes**

BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

(a) In this Arbitration Section:

- (i) "You" and "your" mean the individual or legal entity entering into these Terms, as well as any person claiming through such individual;
- (ii) "We" and "us" means Linked Helper LLC, its affiliates, and each of their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as the officers, directors, and employees of each of them;
- (iii) "Claim" means any dispute, claim, or controversy (whether based on contract, tort, intentional tort, constitution, statute, ordinance, common law, or equity, whether pre-existing, present, or future, and whether seeking monetary, injunctive, declaratory, or any other relief) arising from or relating to these Terms or the relationship between us and you (including claims arising prior to or after the date of the Terms, and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class), and includes claims that are brought as counterclaims, crossclaims, third party claims or otherwise, as well as disputes about the validity or enforceability of these Terms or the validity or enforceability of this Arbitration Section.

(b) Any Claim will be resolved by binding arbitration administered by the American Arbitration Association or JAMS, under the applicable arbitration rules of the administrator in effect at the time a Claim is filed ("Rules"). Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not

permitted. You can obtain the Rules and other information about initiating arbitration by contacting the American Arbitration Association at 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org). The address for serving any arbitration demand or claim on us is Linked Helper LLC, 2810 N Church St, Wilmington, DE 19802, Attention: Legal.

- (c) Claims will be arbitrated by a single, neutral arbitrator, who will be a retired judge or a lawyer with at least ten years' experience.
- (d) Any in-person arbitration hearing will be held in the city with the federal district court closest to your residence, or in such other location as you and we may mutually agree. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and, if requested by either party, provide written reasoned findings of fact and conclusions of law. The arbitrator will have the power to award any relief authorized under applicable law. Any appropriate court may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding except that: (1) any party may exercise any appeal right under the FAA; and (2) any party may appeal any award relating to a claim for more than \$100,000 to a three-arbitrator panel appointed by the administrator, which will reconsider de novo any aspect of the appealed award. The panel's decision will be final and binding, except for any appeal right under the FAA.
- (e) YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise in writing, the arbitrator may not consolidate more than one person's claims. The arbitrator will have no power to arbitrate any Claims on a class action basis or Claims brought in a purported representative capacity on behalf of the general public, other borrowers, or other persons similarly situated. The validity and effect of this paragraph (e) will be determined exclusively by a court, and not by the administrator or any arbitrator.
- (f) If any portion of this Arbitration Section is deemed invalid or unenforceable for any reason, it will not invalidate the remaining portions of this section. The terms of this Arbitration Section will prevail if there is any conflict between the Rules and this section.
- (g) YOU AND WE AGREE THAT, BY ENTERING INTO THESE TERMS, THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND WE ACKNOWLEDGE THAT ARBITRATION WILL LIMIT OUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL (EXCEPT AS PERMITTED IN PARAGRAPH (d) OR UNDER THE FEDERAL ARBITRATION ACT).
- (h) You and we acknowledge and agree that the arbitration agreement set forth in this Arbitration Section is made pursuant to a transaction involving interstate commerce, and thus the Federal Arbitration Act will govern the interpretation and enforcement of this Arbitration Section. This Arbitration Section will survive the termination of these Terms.
- (i) In the event that a dispute does not proceed to arbitration, these Terms and all other aspects of your use of the Service will be governed by and construed in accordance with the laws of the United States and, to the extent applicable, to the laws of the State of New York, without regard to its conflict-of-laws principles. You agree that you will notify us in writing of any claim or dispute concerning or relating to the Service and the information or

services provided through it, and give us a reasonable period of time to address it before bringing any legal action, either individually, as a class member or representative, or as a private attorney general, against us.

## **Contact**

The Application is operated and provided by Linked Helper LLC. If you have any questions about these Terms, please contact us at [info@linkedhelper.com](mailto:info@linkedhelper.com) or by mailing us at Linked Helper LLC, 2810 N Church St, Wilmington, DE 19802.

## **Term and Termination**

We reserve the right to discontinue offering the Application or to modify the Application at any time in our sole discretion and without notice. Notwithstanding anything contained in these Terms to the contrary, we may also, in our sole discretion, terminate or suspend your access to the Application at any time. Following termination, all such terms that by their nature may survive termination of these Terms shall be deemed to survive such termination.