

Terms of Use

These Terms of Use (hereafter “**Terms**”) govern the access to, use, and right to grant access to and use of the Services and Application provided to the Customer pursuant to a purchase contract, quote, order form, invoice or online procurement process (each, an “**Order**”). By accessing and using the Services, the Customer confirms having read, accepted and will comply with all the terms and conditions of these Terms.

1. Definitions and Interpretation

In these Terms, the following words have the following meanings:

“**Application or Applications**” means the online software application for which the Customer has purchased a Subscription, and as such application is set out further in the Addendum A to this Terms.

“**Authorized User**” means an employee, agent, independent contractor or consultant to the Customer whom the Customer authorizes to use the Application.

“**Customer**” means any legal entity that has acquired the right to access to the Documentation and to use the Application by paying a Subscription Fee to Linkers Inc. (business names: “Linkers”, “ANROM Social Business”) or a Reseller and provided access to its Authorized Users.

“**Customer Data**” means the data or materials entered into the Application from time to time by the Customer, or by Authorized Users or by Linkers on the Customer’s behalf, for the purpose of using the Application or facilitating the Customer’s use of the Application.

“**Documentation**” means the operating manuals, user and technical documentation and/or other related materials (in any form) relating to the Application made available by Linkers from time to time.

“**Intellectual Property**” means copyright, rights in software, trademarks, design rights, patents, know-how, confidential information, rights in inventions, processes and formulae, and all and any other intellectual property rights subsisting anywhere in the world, including all applications for the same.

“**Linkers**” means Linkers, Inc. (business names: “Linkers”, “ANROM Social Business”), a company registered in Dover, USA, with company registration number (Employer Identification Number (EIN)) 88-3850904, whose registered address and principal place of business is 8th The Green, Ste A, Dover, DE 19901 (legal address).

“**Reseller**” means a third party that sells and sublicences the Application to the Customer under the terms of an agreement between the Customer and the Reseller.

“**Subscription**” means the annual subscription indicated in the Order, for which the Customer is liable for the access and use of the Application and for the number of Authorized Users mentioned in the Order.

“**Subscription Fee**” means the annual subscription fees set out in the Order and payable by the Customer for the access and use of the Application and/or Services for the number of Authorized Users described in the Order.

“**Third-Party Software**” means any software proprietary to a third party which is integrated or interfaces with the Application.

2. Services – Updates

2.1. Services. During the Term, and subject to terms of the Order and these Terms, the Customer will have a right to access to and use of the Documentation and the Application in accordance with the terms of the SLA and Support Services and Documentation (the “Services”) solely for its internal business purposes.

2.2. Updates. The Services may be updated and/or changed from time to time for the purposes of error correction, enhancement to functionality or otherwise.

3. Access to Application

3.1. Subject to and in consideration of the full compliance with the Terms, the Customer shall have a non-transferable and non-exclusive right to use and to access the Application during the period stated in the applicable Order.

3.2. The Customer shall, and shall ensure that all Authorized Users:

(a) comply with all applicable laws and regulations and use the Services only in accordance with these Terms;

(b) are not using the Services to export, re-export, sell, lease or otherwise transfer to restricted end-users (including persons on the Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List, or the U.S. Department of Commerce Denied Persons) and to territories subject to an export embargo (currently North Korea, Iran, Mali, South Sudan, Central African Republic, Yemen, Guinea-Bissau, Libya, Eritrea, Lebanon, Syria, Crimea, russia, ISIL (Da’esh), Al-Qaida and the Taliban, Democratic Republic of the Congo, Sudan, Somalia, Iraq);

(c) obtain and maintain all necessary licenses, consents and permissions for Linkers, its contractors and agents to perform their obligations under the Terms or for the Customer and the Authorized Users to use any Third-Party Software;

(d) obtain and maintain internet and network communications, computer equipment and a suitable web browser required to access and use the Application and complies with all other technical requirements notified to it from time to time; and

(e) use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and, if any such unauthorized access or use occurs, will promptly notify Linkers or its Reseller (if any) and give Linkers all assistance it reasonably requires to prevent such unauthorized access.

3.3. The Customer will not, and will not allow any Authorized User to:

(a) use the Services in any way that (i) breaches any local, national or international law, regulation or code of practice; (ii) is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or (iii) infringes any Intellectual Property right or right to privacy of any third party;

(b) use the Services to send, or arrange for sending, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation to any person;

(c) access, store, distribute or transmit any viruses, or any material during its use of the Services or Application that:

(i) is unlawful, harmful, threatening, defamatory, obscene, infringing, abusive, harassing or racially or ethnically offensive or discriminatory;

(ii) facilitates or promotes illegal activity; or

(iii) causes damage or injury to any person or property;

(d) attack the Application via a denial-of-service attack, distributed denial-of-service attack or other method;

(e) attempt to access without authority, interfere with, damage or disrupt any part of the Application or Linkers' IT systems;

(f) except as permitted by these Terms or as required by law, attempt to decompile, disassemble or reverse engineer any part of the Application, or copy, modify, create derivative works from, transmit, or distribute all or any part of the Application and/or Documentation in any form or media;

(g) access all or any part of the Services to build a product or service which competes with the Services; and

(h) license, sell, rent, lease, transfer, assign, distribute, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party.

Access to the Services may be suspended and/or terminated if the Customer or any Authorized User breaches this Section 3. In such event, the Customer will be notified about the reason for the suspension or termination.

The Customer is always fully responsible and liable for all acts and omissions by Authorized User to whom the Customer has granted access to the Service and the Customer agrees to

indemnify Linkers or its Reseller (if any) for all claims and losses related to any such acts and/or omissions.

4. Data Protection

4.1 In the course of providing the Services under these Terms, Linkers may process certain Customer Data; some of them could be considered as personal data. The parties agree that the Customer shall be deemed to be the data controller, and Linkers shall be deemed to be the data processor as those terms are understood under the applicable data protection law.

4.2 In such cases, the parties agree to comply with the terms in the Data Processing Attachment (“DPA”) as available at <https://anromsocial.com/legal-lumapps/>, and as may be amended from time to time. The DPA is hereby incorporated by reference herein into these Terms.

5. Third-Party Services

5.1 The Application may enable or assist it to access the services or website content of third parties via third party websites or Third-Party Software, and that the Customer accesses such services and content solely at its own risk. The Customer shall obtain and maintain the relevant rights and licenses to use the Third-Party Software.

5.2 No representations or commitments are made in relation to any such third-party services or content, or for any transactions completed by the Customer with any such third party or for any Third-Party Software integrated, or which interfaces, with, or which can be accessed via, the Application.

5.3 No responsibility can be assumed by Linkers and Reseller (if any) for hosting any Third-Party Software and for any unavailability of or faults in any Third-Party Software.

6. Intellectual Property

The Application and Documentation (and any modifications and updates to the Application and Documentation) and all Intellectual Property rights are, and will remain, the exclusive property of Linkers. Those works are protected by copyright laws and treaties around the world. Except as expressly stated herein, the Terms do not grant the Customer any rights to or in any such Intellectual Property rights, or any other rights regarding the Services.

7. Indemnity

The Customer shall indemnify, defend and hold harmless Linkers, its affiliates, officers, directors, employees, consultants, agents, and suppliers from any and all third party claims,

liability, damages and/or costs (including, but not limited to, attorneys fees as and when incurred) arising from the use of the Services, violation of these Terms, the infringement or violation by the Customer or Authorized Users, of any intellectual property relating to the Services or other right of any person or entity.

8. Liability

8.1 In no event shall Linkers be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever (including but not limited to loss of data, loss of business profits, business interruption, computer failure, loss of business information), arising out of or caused by the Customer's or Authorized Users' use of or inability to use the Service.

8.2 Linkers does not guarantee the continuity and quality of the communication links with the Customer. Thus, access to the Application may be interrupted without notice for a reasonable period of time, in particular for maintenance reasons or for any other reason than a fault of Linkers. Linkers shall not be held liable in the event of a bad execution of the Services caused by incorrect information or information that would have not been updated by the Customer.

8.3 The sole and exclusive remedy for any dispute with Linkers related to any of the Service shall be termination of such Service. Linkers' total aggregate liability to the Customer under or in connection with the Services in respect of all and any loss or damage however caused shall not exceed the total fees paid by the Customer for the Application of the year in which the damage occurred.

8.4 The liability cap set out above shall not apply in case of gross negligence or wilful misconduct attributable to Linkers.

8.5 Linkers is only making a commitment to the Customer. In the event of any action by third parties against Linkers, the Customer shall guarantee Linkers against the consequences of such actions.

9. Term and Termination

9.1. Term. These Terms will commence on the date on which the Customer starts using the Services and will automatically terminate at the end of the Subscription period unless renewed according to the terms of the Order. Linkers or Reseller (if any) may terminate these Terms if the Customer or Authorized Users commits a material breach of these Terms and fails to cure such breach within thirty (30) days following receipt of notice of the breach. This right to terminate applies if Linkers or the Reseller did not receive timely payment from the Customer as indicated in the Order.

9.2. Effect of Termination. Upon expiration or termination of these conditions:

(a) all rights granted automatically terminate and the Customer shall cease immediately to use the Application and Documentation;

(b) the Customer shall return or destroy all copies of the Application and, Documentation and other items (and any copies thereof). Except as otherwise agreed, the Customer will not get a refund if these Terms are terminated;

(c) Linkers may make any Customer data held by Linkers accessible to the Customer for a period of up to ninety (90) days following termination or expiry of these Terms.

10. Compliance

10.1. Services, or portion thereof may be subject to the export control laws of the United States. The Customer shall not export, re-export, divert, transfer or disclose any portion of the Service or any related technical information or materials, directly or indirectly, in violation of any applicable export laws or regulations.

10.2. As a measure to fight against corruption and money laundering, Linkers has implemented a Code of Conduct available on request. The Customer undertakes to maintain policies and procedures which aim to promote and achieve compliance with the anti-corruption and money laundering principles as described in this Code of Conduct.

11. Assignment

The Customer shall not assign, transfer, charge, subcontract all or any of its rights or obligations under these Terms without Linkers' prior written consent, which shall not be unreasonably withheld. Linkers may freely assign, transfer, charge, subcontract all or any of its rights or obligations under these Terms.

12. Force Majeure

Linkers will have no liability to the Customer if it is prevented from or delayed in performing its obligations under these conditions by acts, events or omissions beyond its reasonable control, including strikes or other industrial disputes, failure of a utility service or transport network, any failure or interruption of any telecommunications network, distributed denial-of-service attacks or any other malicious attacks, act of God, war, riot, malicious damage, compliance with any law, order, rule or regulation, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. Linkers will notify the Customer of such an event and its expected duration.

13. Publicity

The Customer authorizes Linkers to refer to it as a reference in its events, presentations and / or commercial proposals or to refer to those Terms. The Customer agrees that Linkers may use the Customer's name and logo in marketing and promotional materials regarding the Services.

14. Governing Law and Jurisdiction

These Terms and any disputes or claims relating to or in connection with these Terms (including non-contractual disputes or claims) are governed by the:

14.1. laws of Delaware and state and federal courts sitting in the State of Delaware will have exclusive jurisdiction.