

Tan-Link, LLC Terms of Service

These Terms of Service (“Terms”) apply to your access to and use of the service, software as a service platform, ancillary services, websites and mobile applications (collectively, our “Services”) provided by Tan-Link, LLC, located at 2715 Sam Bass Rd #562, Round Rock, TX 78681 (“Tan-Link, LLC” or “we”). By creating an account or by using our Services, you agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 13. If you do not agree to these Terms, do not use our Services.

We may have separately executed a contract with you governing your use of the Services. If there is a conflict between these Terms and the contract, the contract will control for that conflict.

We may supply different or additional terms in relation to some of our Services. Unless otherwise provided, the additional terms will control if there is a conflict between these Terms and the additional terms.

We may make changes to these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by updating the date on this notice. Unless we say otherwise, the amended Terms will be effective immediately, and your continued use of our Services after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services.

If you have any questions about these Terms or our Services, please contact us at info@tan-link.com.

1. Privacy

For information about how we collect, use, share and otherwise process information about you, please see our privacy policy located on our website.

2. User Accounts and Account Security

If you register for an account, you must provide accurate account information, including your business name, first and last name, your email address, time zone, and password. You must promptly update this information if it changes. You also must maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.

3. Ownership; Limited License

Our Services are owned entirely by Tan-Link, LLC or our licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to

our Services are reserved by us or our licensors. Subject to your compliance with these Terms, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our Services. Such license is limited to use for your own business, unless a contract between you and Tan-Link, LLC provides otherwise. Any use of our Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited, will terminate the license granted herein and violate our intellectual property rights.

4. Payment; Subscriptions

Please review this section carefully to understand the terms of payment and, if you subscribe to any of our Services, the renewal terms that apply.

All prices for our Services are shown in U.S. dollars (except where otherwise noted). Only valid bank accounts, credit cards and other payment methods acceptable to us may be used to purchase our Services, and all refunds will be credited to the same credit card or, in our discretion, another payment method. By purchasing a Service or otherwise ordering any products through our websites, you represent and warrant that you are authorized to use the designated credit card or other payment method. The payment amount may include taxes and any other amounts described on our website. Our prices are subject to change and we will provide you reasonable notice of any such changes. Any purchases of our Services are non-refundable, except as otherwise may be required by applicable law.

When you provide your payment information (for example, credit card number, CCV, expiration date, billing address, and telephone number), you authorize us (or a third-party service provider working on our behalf) to process and store your payment and other related information. If the credit card or other payment method you designate cannot be verified, is invalid or is not otherwise acceptable, we may suspend or cancel your order automatically. You are responsible for resolving any problem we encounter when processing your order.

Some of our Services may be available for purchase as a subscription. If you purchase any Services under a subscription model, you authorize us to charge your credit card or other payment method for your subscription amount on a monthly basis (or other periodic interval disclosed on our website or agreed to between you and Tan-Link, LLC under a separate contract). YOU EXPLICITLY ACKNOWLEDGE THAT YOUR SUBSCRIPTION IS CONTINUOUS UNTIL YOU CANCEL IT OR WE SUSPEND OR STOP PROVIDING ACCESS TO OUR SERVICES IN ACCORDANCE WITH THESE TERMS OR AS OTHERWISE STATED WHEN YOU SUBSCRIBE TO OUR SERVICES.

If you add subscriptions at any time, the subscription periods for each of those subscriptions will begin on the date of purchase, at which time you will be charged the applicable price, and your payment card or other payment method provided may be charged monthly thereafter for those subscriptions until canceled in writing or sending a ticket to support.

If you wish to shut down your Tan-Link, LLC account completely at any point in time, please email us at info@tan-link.com and we will assist you in cancelling your account. If you cancel your subscription(s), such cancelled subscriptions will end at the end of the next subscription period. You will not be refunded any amounts paid for active subscription periods.

Any amounts, including subscription fees not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid. Further, in the event of any action by to collect any amount not paid when due, you will pay or reimburse Tan-Link, LLC's costs of collection (including, without limitation, any attorneys' fees and court costs). Tan-Link, LLC may accept any check or payment in any amount without prejudice to Tan-Link, LLC's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere will be construed as an accord or satisfaction.

5. Transfer of data and customer billing information

For compliance and security reasons, we are not able to export credit card information out of the system. The credit card information is stored in token format with one or more gateway accounts, and those tokens will be provided in the export when the services are cancelled. It is your responsibility to verify that this information can be used by the new software provider, and any cost associated with that transfer is entirely your responsibility. Before any accounts are closed, it is your responsibility to verify that you are able to convert data out.

There is a \$100 charge to export your database out each time in machine readable format. Special export other than standard ones may incur additional charge. Consultation with another software provider to assist in data migration will be billed at the rate of \$75/hour.

6. Trademarks

Tan-Link, LLC's name and our logos, our product or service names, feature names, our slogans, and the look and feel of our Services are trademarks of Tan-Link, LLC and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned on our Services are the property of their respective owners. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

7. Third-Party Content

We may provide information about third-party products, services, activities or events, or we may allow third parties to make their content and services available on or through our Services (collectively, "Third-Party Offerings"). We provide Third-Party Offerings as a service to those interested in such offerings, including but not limited to providing SSL Certification via a third party. We reserve the right to suspend, stop providing, or start charging for all or portions of the Third-Party Offerings at any time. Payments may be required to use certain Third-Party

Offerings. Tan-Link, LLC does not control or endorse, and makes no representations or warranties regarding any Third-Party Offerings. Your access to and use of such Third-Party Offerings is at your own risk. Tan-Link, LLC is not responsible or liable for any claim, malfunction, loss, or harm arising from or related to your use of Third-Party Offerings.

8. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless Tan-Link, LLC and our affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the “Tan-Link, LLC Parties”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“Claims”) arising out of or related to (a) your access to or use of our Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Services. You agree to promptly notify Tan-Link, LLC Parties of any third-party Claims, cooperate with Tan-Link, LLC Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, ‘attorneys’ fees). You also agree that the Tan-Link, LLC Parties will have control of the defense or settlement, at Tan-Link, LLC’s sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Tan-Link, LLC or the other Tan-Link, LLC Parties.

9. Disclaimers

Your use of our Services is at your sole risk. Except as otherwise provided in a writing by us, our Services and any content therein are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Tan-Link, LLC does not represent or warrant that our Services are accurate, complete, secure, reliable, current or error-free. While Tan-Link, LLC attempts to make your use of our Services and any content therein safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of our Services.

Some jurisdictions prohibit certain disclaimers, so some or all of the disclaimers in this Section may not apply to you.

10. Limitation of Liability

To the fullest extent permitted by applicable law, Tan-Link, LLC and the other Tan-Link, LLC Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if Tan-Link, LLC or the other Tan-Link, LLC Parties have been advised of the possibility of such damages.

Unless a separate contract between you and Tan-Link, LLC provides otherwise, the total liability of Tan-Link, LLC and the other Tan-Link, LLC Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the amount paid by you to use our Services in the 1 month prior to the event giving rise to the claim.

The limitations set forth in this Section 14 will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Tan-Link, LLC or the other Tan-Link, LLC Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

11. Release

To the fullest extent permitted by applicable law, you release Tan-Link, LLC and the other Tan-Link, LLC Parties from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

12. Transfer and Processing Data

Please refer to our privacy policy for information about how and where we may process, transfer and store information about you.

13. Dispute Resolution; Binding Arbitration

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Tan-Link, LLC and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration agreement. In addition, arbitration precludes you from suing in court or having a jury trial.

No Representative Actions. You and Tan-Link, LLC agree that any dispute arising out of or related to these Terms or our Services is personal to you and Tan-Link, LLC and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

Arbitration of Disputes. Except for small claims disputes in which you or Tan-Link, LLC seeks to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Tan-Link, LLC seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Tan-Link, LLC waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court.

Instead, for any dispute or claim that you have against Tan-Link, LLC or relating in any way to our Services, you agree to first contact Tan-Link, LLC and attempt to resolve the claim informally by sending a written notice of your claim (“Notice”) to Tan-Link, LLC by email at info@tan-link.com or by certified mail addressed to Legal Department, Tan-Link, LLC, 2715 Sam Bass Rd #562, Round Rock, TX 78681. The Notice must (a) include your name, business name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Tan-Link, LLC cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in King County, Washington or may be conducted telephonically or via video conference for disputes alleging damages less than \$5,000, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“JAMS Rules”). The most recent version of the JAMS Rules is available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and Tan-Link, LLC agree that these Terms affect interstate commerce and that the enforceability of this Section 13 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “FAA”), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitrator, Tan-Link, LLC, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and Tan-Link, LLC agree that for any arbitration you initiate, you will pay the filing fee and Tan-Link, LLC will pay the remaining JAMS fees and costs. For any arbitration initiated by Company, Tan-Link, LLC will pay all JAMS fees and costs. You and Tan-Link, LLC agree that the state or federal courts of the State of Washington and the United States sitting in King

County, Washington have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim arising out of or related to these Terms or our Services must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that you and Tan-Link, LLC will not have the right to assert the claim.

If any portion of this Section 13 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 13 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 13; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 13 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 13 will be enforceable.

14. Governing Law and Venue

Any dispute arising from these Terms and your use of our Services will be governed by and construed and enforced in accordance with the laws of Washington except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Washington or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of Washington and the United States, respectively, sitting in King County, Washington.

15. Modifying and Terminating our Services

We reserve the right to modify our Services or to suspend or stop providing all or portions of our Services at any time. We also reserve the right to begin charging for certain features of our Services at any time. You also have the right to stop using our Services at any time. We are not responsible for any loss or harm related to your inability to access or use our Services.

16. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

17. Miscellaneous

The failure of Tan-Link, LLC to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein,

these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.

Last Updated: August 22nd, 2019.