

## Lincoln Tech Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS DISCLAIMERS, INDEMNITIES AND LIMITATIONS OF LIABILITIES.

These Terms of Use (“**Terms**” or “**Terms of Use**”) constitute an agreement between you (“**you**” or the “**user**”) and Lincoln Technical Institute, Inc. and its affiliates, subsidiaries or assigns including Lincoln College of Technology, the Kindig Academy at Lincoln Tech, and Euphoria Institute (collectively, “**Lincoln Tech**,” “**we**,” “**us**” or “**our**”). This website, <https://www.lincolntech.edu>, (the “**Website**”) is owned and operated by Lincoln Tech. Access and use of this Website and our services provided through the Website and offline (together, the “**Services**”) are provided by Lincoln Tech to you on condition that you accept







stalking, sexual assault, fraud, trafficking in obscene or stolen material, harassment, theft, or conspiracy to commit any criminal activity;

not post anything that infringes or violates any right of a third party including (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) rights of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) personality or publicity; or (c) any confidentiality obligation;

not post anything that (a) does not generally pertain to the designated topic or theme of this Website or the Services; (b) violates any specific restrictions applicable to this Website or the Services, including age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including anything that can be construed as "spamming," "flooding," or "trolling," as those terms are commonly understood and used on the Internet;

not post anything that: (a) expresses or implies that any statements you make or actions you take are endorsed by us; (b) impersonates another person (including celebrities); (c) indicates that you are a Lincoln Tech employee, representative of Lincoln Tech; or (d) attempts to mislead users by indicating that you represent Lincoln Tech or any of Lincoln Tech's partners or affiliates;

not post anything that is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations); and

not post anything that contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Services or any connected network, or otherwise interferes with any person or entity enjoyment of the Website or the Services.

We strive to provide an enjoyable online experience for our users, so we may—but are not obligated to—monitor any or all activity on our Website or the Services, including in the public discussion areas, bulletin boards, forums, blogs, and elsewhere, to foster compliance with these Terms of Use. We reserve the right to remove any User Content that in whole or in part, at our sole discretion, violates these Terms, is likely to harm our reputation, is deemed inappropriate or otherwise poses a risk of harm to any other person. We also reserve the right to deactivate your Account or otherwise prevent your use and/or participation on the Website at any time and for any reason. If you have reason to believe that another person is using the Website or our Services in a way that is harmful to you ( , to impersonate or imitate you, or to stalk, bully, threaten, intimidate or otherwise harass you), we urge you to contact your local authorities, or appropriate municipal, provincial, state or federal agencies.

Please note that we do3( e)7(d)-9(e)4(r)-(a)4(l age)(nc)4(ies.)JTJETQq0.00000912 0a.TQq0.00000912 0a.TQq0.

or non-compliance with these Terms of Use. We generally do not pre-screen any communications, content or other materials before it is posted, uploaded, transmitted, sent or otherwise made available on this Website or through the Services by users, so you may be exposed to certain communications, content or other materials that is opinionated, offensive, inappropriate, and/or violates these Terms of Use.

We have the right, but not the obligation, to delete any communications, content or other materials on this Website at any time without notice or liability to you.

By submitting User Content to the Website, you automatically grant Lincoln Tech the royalty-free, perpetual, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content, without payment to you or to any third parties. With respect to any User Content you post on this Website, you agree that: (i) Lincoln Tech and its affiliates have no obligation to you or anyone else concerning such User Content; (ii) such User Content is not confidential; (iii) Lincoln Tech and its affiliates may use, disclose, distribute or copy such User Content (including any ideas, concepts or know-how contained in such User Content) for any purpose and without restriction or obligation to you or to anyone else during the term of the Terms of Use and afterwards; and (iv) such User Content is truthful and does not violate the legal rights of others.

You agree that we may access, preserve, and disclose your Account and any User Content posted, uploaded, received or otherwise communicated if required to do so by law or with the good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with an enforceable subpoena or other legal process; (ii) enforce these Terms; (iii) respond to claims that any information violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Website in the future; or (v) protect the rights, property or personal safety of Lincoln Tech or its members, employees, agents, affiliates, residential communities or any other person.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by Lincoln Tech or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User







the person who provided notification of allegedly infringing material or an agent of such person.

Lincoln Tech reserves the right, at its sole discretion, to terminate the account or access of any user of the Site who is the subject of DMCA or other infringement notifications

#### **10. USE OF WEBSITE AND LINCOLN TECH MATERIALS**

The information and materials contained on the Website, and these Terms, policies, and descriptions on the Website, are subject to change. You accept sole responsibility for all of your activities using the Website. Your use of the Website is limited to the intended function of the

We cannot and do not promise that the Website or the Services will be uninterrupted, secure, or error-free. We reserve the right to interrupt/suspend this Website or the Services, or any part thereof, with or without prior notice for any reason. At times you may experience difficulty accessing the Website or communicating with Lincoln Tech through the Internet, or other electronic wireless services, as a result of high internet traffic, transmission problems, systems capacity limitations, or other problems. Any computer system or other electronic device, whether it is yours, an i



UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR (C) THE CONTENT THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. LINCOLN TECH UNDERTAKES NO OBLIGATION TO UPDATE THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LINCOLN TECH, OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY REGARDING THE SERVICES NOT EXPRESSLY STATED IN THESE TERMS. YOU UNDERSTAND AND ACKNOWLEDGE THAT ADDITIONAL DISCLAIMERS, LIMITATIONS, AND NOTICES REGARDING THE SERVICES AND ITS CONTENT AND DATA MAY BE PROVIDED BY LINCOLN TECH FROM TIME TO TIME WITHIN THE SERVICES.

PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN REPRESENTATIONS OR WARRANTIES. AS SUCH, THE FOREGOING DISCLAIMER WILL APPLY TO YOU TO THE EXTENT PERMITTED BY APPLICABLE LAW.

NOTHING ON THE WEBSITE OR SERVICES SHALL BE CONSTRUED AS LEGAL, FINANCIAL, MEDICAL, OR OTHER ADVICE, AND YOU ARE SOLELY RESPONSIBLE FOR MAKING ALL DECISIONS TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS, CODES, OR STANDARDS.

WE DO NOT WARRANT THAT THE WEBSITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL CONTENT. IF YOUR USE OF THE SERVICES, THE MATERIAL, OR THE SOFTWARE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS.

## **18. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LINCOLN TECH, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS, REVENUES, FINANCIAL LOSSES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF LINCOLN TECH, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, FOR ANY CLAIM, COST, DAMAGE, OR LOSS ARISING OUT OF OR RELATING TO THE SERVICES, INCLUDING FOR ANY WARRANTIES THAT MAY NOT BE EXCLUDED, SHALL NOT EXCEED THE AMOUNT YOU PAID TO LINCOLN TECH DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR FIVE (\$5.00) DOLLARS USD, WHICHEVER IS GREATER (THE “**LIABILITY CAP**”). LINCOLN TECH AND YOU AGREE THAT THE LIABILITY CAP SHALL INCLUDE ALL FORMS OF DAMAGES. THE CONSIDERATION BEING PAID TO LINCOLN TECH UNDER THESE TERMS OF USE DOES NOT INCLUDE ANY CONSIDERATION FOR LINCOLN TECH TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED

BY LINCOLN TECH, LINCOLN TECH WOULD NOT HAVE ENTERED INTO THESE TERMS OF USE WITHOUT CHARGING SUBSTANTIALLY HIGHER FEES.

Some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THIS WEBSITE, THE PRODUCTS, THE SERVICES AND THE LINCOLN TECH MATERIALS.

## **19. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Lincoln Tech parties from and against any actual or threatened suit, actions, proceedings (at law or in equity), claims, losses, obligations, demands, damages, deficiencies, judgments, settlements, costs, liabilities, and expenses (including reasonable attorney's fees, costs, penalties, interest, and disbursements) arising from or related to your conduct with respect to (1) your use of, access to, or misuse of the Website or Services; (2) your breach (or alleged breach) of any of these terms of use; or (3) any activity using your email address and password by you or any other person accessing the Website or Services using your account or email address.

Please note that some jurisdictions limit the extent to which a party may indemnify another. As such, the foregoing indemnity will apply to you to the extent permitted by applicable law.

## **20.**

the Services may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and (ii) that Lincoln Tech shall not, in any event, be responsible to you in any way should you be unable to access this Website and the Services at any time or from time to time. We may terminate these Terms of Use for convenience with no notice to you.

Upon termination of these Terms of Use, you shall immediately cease and desist from all use of this Website and the Services.

## **22. CHANGES**

You are responsible for reviewing these Terms regularly. Lincoln Tech reserves the right, at any time, without notice to you, and in its sole discretion, to modify or discontinue the Services, these Terms, or any of our policies related to use of the Services. We will not amend the Arbitration Provision or Class Action Waiver, described below, in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision and Class Action Waiver in its entirety. Revisions to these Terms or our policies may be provided through the Services, including by

ordinance, tort, fraud, consumer rights, misrepresentation, equity, or any other legal theory; initial claims, counterclaims, cross-claims, and third-party claims; federal, state, and local claims; and claims which arose before the date of your use of the Services, including, but not limited to, any dispute or claim arising before the date you accessed the Website or agreed to these Terms of Use and any dispute or claim relating to (by way of example and not limitation): (i) the use, denial, or termination of the Services and/or the events leading up thereto; (ii) any disclosure, advertisement, application, solicitation, promotion, or oral or written statement, warranty, or representation made by or on behalf of a Transaction Party; (iii) any product or service provided by or through a Transaction Party or third parties in connection with the use of the Services or the relationship between you and a Transaction Party and any associated fees; (iv) a Transaction Party's use or failure to protect any personal information you give a Transaction Party in connection with the use of the Services or your relationship with the Transaction Party; (v) enforcement of any and all of the obligations a party may have to another party in connection with the use of the Services or agreement governing the same; or (viii) compliance with applicable laws and/or regulations.

**Ezegrvkqpu vq õDkurwvg.õ** Notwithstanding any of the foregoing: (i) disputes or controversies about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof are for a court and not an arbitrator to decide; however, disputes or controversies about these Terms of Use or your agreements governing the use of the Services or with Transaction Parties as a whole are for an arbitrator and not a court to decide; (ii) any Disputes seeking to enforce or protect, or concerning the validity of intellectual property rights, will not be subject to binding arbitration under this Arbitration Provision; and (iii) any party may proceed with their individual claims in small claims court (or an equivalent court) if that option is available in the applicable jurisdiction and the amount in controversy falls within the small claims court's (or the equivalent court's) jurisdictional limits; but if that action is transferred, removed, or appealed to a different court, arbitration can be elected. Moreover, this Arbitration Provision will not apply to any Dispute that was already pending in court before this Arbitration Provision took effect.

**Governing Law.** The Federal Arbitration Act ("FAA"), 9 U.S.C. 1 et seq., and federal arbitration law apply to this Arbitration Provision. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court in an individual case and must apply and follow applicable substantive law, consistent with the FAA, and the terms of these Terms of Use and any agreement governing the use of the Website. The arbitrator shall apply applicable statutes of limitations and honor privilege rules. Any judgment on the award rendered by the arbitrator will be final, subject to any appeal rights under the FAA, and may be entered in any court of competent jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

**JURY TRIAL WAIVER.** YOU UNDERSTAND THAT ABSENT YOUR CONSENT TO ARBITRATION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A TRIAL BY JURY.

**Arbitration Procedures.** Either you or a

arbitration or how arbitration was elected, the party asserting the claim (



**Survival; Severance.** This Arbitration Provision shall survive termination of the Website or these Terms of Use or of any agreement into which you enter wit

their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Anything not covered by the Arbitration Provision shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to provisions relating to conflicts of law), except as to copyright and trademark matters, which are covered by American federal laws. You agree that any legal action or proceeding between Lincoln Tech and you for any purpose concerning these Terms or the parties' obligations hereunder shall be resolved individually, without resort to any form of class action, exclusively in the United States District Court for the District of Delaware, or, if there is not subject matter jurisdiction, in the courts of the State of Delaware, and you agree to submit to the jurisdiction of these courts. You waive any venue, personal jurisdiction, and inconvenient forum objections or defenses to such courts.

To the extent applicable, these Website Terms of Use include the description of the Products that you purchase from us, and the cost, fees and/or charges payable by you for such Products. Subject to any additional terms and conditions presented to you at the time of purchase of a Product, these Terms of Use set out the entire agreement between us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between us.

These Terms of Use are not assignable, transferable or sublicensable by you except with Lincoln Tech's prior written consent.

Lincoln Tech may assign its rights and duties under these Terms of Use at any time without notice to you.

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

## **25. CONTACT INFORMATION**

If you need to contact us regarding this Website, the Services or these Terms of Use, please reach out to us at:

Lincoln Technical Institute, Inc.

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Parsippany, NJ 07054