Terms of Use

Valid as of 26 October 2026, version 1.2

1. PURPOSE AND SCOPE OF TERMS

1.1. UAB "IT Solutions", company code: 300899746, company registered address: S. Dariaus ir S. Girėno g. 9, LT-62137 Alytus ("Linko") is the administrator of website https://linko.app and offers website monitoring, reports and notifications as well as other services under trial and paid Service plans via https://linko.app website (provided as software as a service application), Linko application programming interface integrated in a third party software and/or, when applicable, through a mobile application ("Services"). Linko application programming interface allows to integrate Services into compatible User's software systems, such as CRM, web stores, websites and other business software and to benefit from monitoring websites. As such, the terms of the third party governing the use of such third-party software may apply to the User in addition to these Terms. Linko application programming interface integration instructions and compactivity requirements are provided on https://linko.app.

1.2. Services offer Linko account owner, manager and/or user (natural and/or legal persons) to add websites, track reports, receive website error notifications and other digital content ("Content") online.

1.3. These Terms of Use ('Terms") constitute a legally binding agreement upon Linko and Linko account owner, manager and/or user (all together – "Users") while delivering and using Services. By using Services User agrees and accepts these Terms as well as other rules governing the provision of Services available at https://linko.app. These Terms supersede all prior oral and written agreements, if any, existing in between user of Linko services and Linko.

1.4. If Services include, are used in connection with or are integrated in the services of third parties, the terms and conditions and/or privacy and cookie policies as well as other rules of those third-party services may apply to the User in addition to these Terms. Linko engage the following service providers for Service delivery: Digital Ocean(for app hosting, more information available under: https://www.digitalocean.com/legal/terms-of-service-agreement/; https://www.digitalocean.com/legal/privacy-policy/), Hetzner(for app hosting, more information available under: https://www.hetzner.com/legal/terms-and-conditions, https://www.hetzner.com/legal/privacy-policy), "Aws (SES)" (emailing service provider for messaging about notifications, password change, etc., more information available under: https://aws.amazon.com/legal).

2. GENERAL PROVISIONS

2.1. In order to use Services, User has to create an account on the website https://linko.app ("**Linko account**") and provide Linko with User's email address and other data. For more information on Users personal data processing please check Linko Privacy Policy ("**Privacy Policy**"). In cases where provisions of the Terms contradict Privacy Policy, specific provisions regarding personal data processing of Privacy Policy prevail.

2.2. Service Users may be natural persons, using Linko services for their personal or business purposes as well as legal entities. User may have one the following status in relation to the Linko account:

2.2.1. Linko account **owner** may create the account, add account managers and users, set and modify settings of the account, authorise account managers and users to use Linko account, choose paid Service subscription of charge Services, access all data shared via Linko account;

2.2.2. Linko account **manager** may set and modify settings of the account, add account users, authorise account managers and users to use Linko account, choose paid Service subscription or free of charge Services, access all data shared via Linko account;

2.3. The User is allowed to use free of charge Services when aged 16 and over unless applicable local laws require otherwise. When User is older than 16 years old but younger than 18 years old, the

User may use Services only with parental or legal guardian consent. Upon Linko request User aged between 14 and 18 years old will provide Linko the parent or legal custodian consent to use Services. Minors under the age of 16 are not allowed to use Services. By using Services, User warrants that he or she is of the required age, that he or she complies with local legal age requirements for Service use and that he or she has acquired all required third party (e.g. of parents, legal guardian) consents for Service use.

3. LINKO SERVICES

3.1. To get website monitoring report via Services the User must first add the Website URL on Linko account and verify owner rights by putting verification meta tag to the website source or uploading html file to the root directory.

3.2. Linko limits the maximum allowed crawled pages is 1000 per website. The limits depend on Service plan chosen by the User adding the website. The crawled pages limits are specified along with the description of Service pricing on https://linko.app.

3.3. Data is stored on Linko servers which are located in jurisdiction chosen by Linko. Linko may unilaterally change the storage server or its location without any authorisation or consent from the User. User will be notified about the change of Content storage location via change of Terms or Privacy Policy.

3.4. The website added by using Services are crawled by Linko robot. Linko checks broken links, mixed content, redirects, SSL health, Uptime. The notifications about website pages status are send to the User by e-mail.

3.5. User may configure what want to check on the website.

3.6. User may configure which notifications wants to get.

3.7. User may delete website and stored data from the Linko account.

3.8. Linko automatically permanently delete websites and stored data on Linko account after 30 days from the subscription expiration. This data will not be no longer available not retrievable.

3.9. Linko ensures confidentiality of the Data while the Data is on Linko systems. Linko is not in the position to control the use of Data. User is responsible for any activity from or by account, so User should not share Linko account password and should protect it carefully.

3.10. Linko does not automatically delete Linko account after the expiry of paid Service subscription. In such case the Linko account turns automatically into the account with functionality of the unpaid Linko account.

3.11. Any content included on https://linko.app website or in the notices / messages send to users by Linko is owned by or licensed to Linko and can only be used with express prior written permission from Linko. Although care and attention are devoted to the content of Linko notices sent or information provided on https://linko.app, Linko cannot warrant that the information is complete and accurate.

3.12. Linko does not acquire any ownership of the crawled Data of the Websites that User adds using Service. The User remains sole owner of the Data and is responsible for its legality. By using the Services, the User grants Linko unlimited, nonexclusive, worldwide, royalty-free, sublicensable, transferable and assignable license to use, store, index, reproduce (for purpose of back up), communicate via internet the Data, including any intellectual property rights related thereto, to an extent required for Linko to duly deliver of Linko Services until the Data is deleted from the Services. User warrants that all required permissions, licences and authorisations (including from intellectual property rights owners to use intellectual property incorporated in the Data, from commercial or trade secret data owners to use such data, from data subjects or other appropriate legal basis to process personal data incorporated in the Data) are possessed in order to transfer, receive, store, organise or otherwise use Content while using Services.

3.13. All intellectual property rights and/or similar rights on the Linko Services (including the software, design, texts, trademarks, trade names, domain names, copyrights and patents, if any) are vested in Linko and/or its licensors and Users are not allowed to use, remove, modify, copy, distribute,

decompile, or reverse engineer any of it in any way. Users ensure that use of the Linko services will in no way prejudice any rights and reputation of Linko and its licensors.

3.14. Linko may show Service advertising from advertisers selected by Linko to Users on website https://linko.app and/or Linko application programming interface as well as, when applicable, on a mobile application when this is compliant with applicable laws.

3.15. In addition, User undertakes not to:

3.15.1. abuse, harass, stalk, intimidate, threaten, commit violence, or otherwise act unlawful, or encourage anyone else to do so;

3.15.2. impersonate or falsely pretend affiliation with any person or entity;

3.15.3. interfere with any access or Service use restrictions;

3.15.4. use any data mining or data gathering or extraction methods, or otherwise collect information about the Users;

3.15.5. use Services for crawling the websites which are known for a User as an infected with software viruses or other malware, spam or advertisements of any kind and for any purpose;

3.15.6. interfere with, damage or disrupt the Services or act in a way that may do so;

3.15.7. attempt to probe, scan, compromise or test the vulnerability of Services, system or network or breach any security or authentication;

3.15.8. reverse engineer or decompile any (part) of Services;

3.15.9. commercialise Services without Linko permission;

3.15.10. allow others to use Linko account allocated to them, except to authorise account managers and account users; and/or

3.15.11. to use Services to commit, promote, enable or facilitate any unlawful or criminal acts or breach of these Terms or facilitate or promote others to do so.

3.16. Linko reserves right without notice or liability to:

3.16.1. limit access to or eliminate any features or functionality of the Services;

3.16.2. to suspend the provision of Services (or any part of it), to restrict temporarily or permanently access to or to delete the Content and/or Linko account of a particular User(s) if:

3.16.2.1. the User fails to timely pay any amount owed to Linko;

3.16.2.2. the User breaches any provision of these Terms or rules referred to in these Terms;

3.16.2.3. Linko has reason to believe that the User uses Services in breach of any applicable law or regulation;

3.16.2.4. Linko is requested or directed to do so by any competent court of law, government authority, public agency, or law enforcement agency; or

3.16.2.5. if, in its sole discretion, Linko believes that continued use of the Linko services by User creates legal risk for Linko or presents a threat to the security of Services or other Users.

3.17. Linko will use commercially reasonable efforts to notify User prior to any such suspension or restriction of Linko service or account or any part of it, unless Linko reasonably believes that:

3.17.1. Linko is prohibited from doing so under applicable law; or

3.17.2. it is necessary to delay notice in order to prevent damage to the Services or a third party. If notice is delayed, Linko will provide the notice if and when the related restrictions in the previous sentence no longer apply.

3.18. If Services or Linko account is suspended in accordance with Terms, the User remains responsible and liable for all fees and charges in relation to Services, which have incurred up to the date of suspension or restriction as well as for any fees for any Service to which User continue to have

access. As a result of suspension, Content and/or Linko account will not be deleted unless specified otherwise in these Terms or user explicitly requests their deletion.

3.19. User may elect to terminate Linko account via Linko settings. As a result the termination of the Linko account, Linko will delete all Data on the account and the account. The User remains responsible and liable for all fees and charges in relation to Services, which have incurred up to the date of the account termination.

3.20. Whenever Linko require User to provide User's data such as User's email address, password and/or payment details, the User ensures that these are accurate and up-to-date at all time.

3.21. Should registration or account data appear to be misused, Linko reserves the right to suspend the account.

4. PAID SERVICES AND PAYMENT CONDITIONS

4.1. First 14 days after Linko account creation Linko offers free trial Service for one Website monitoring. Paid Service subscription offer continuous monitoring for unlimited amount of Websites. Paid Service subscription terms are available at the section "Pricing" of https://linko.app.

4.2. Linko uses third-party payment processors (the "Payment Processors") to bill Linko account owner and/or manager through the payment account(s) linked to Linko account ("Billing Information"). The processing of payments may be subject to the terms, conditions and policies of the Payment Processors in addition to this TOS. Linko is not responsible for acts or omissions of the Payment Processors. Linko account owner and/or manager agrees to pay Linko through the Payment Processors or as otherwise agreed to by Linko, all sums for Services User select or use at applicable prices in accordance with Linko paid Service subscription terms and User hereby authorize Linko and applicable Payment Processors to charge all such sums (including all applicable taxes) to the payment method(s) specified in or linked to Linko account.

4.3. Upon entering the credit card details or choosing the other payment methods at the section "Billing" on Linko account profile Linko account owner and/or manager acknowledges being aware of and undertakes to be bound by respective paid Service subscription terms.

4.4. By entering information at the section "Billing" Linko account owner and/or manager (which is consumer) acknowledges and agrees:

4.4.1. Entering into an consumer distant sales agreement for digital content delivery with Linko for provision of digital Services under the terms and conditions mentioned in these Terms;

4.4.2. agrees to pay for Services;

4.4.3. acknowledges and consents that a minimum charge per month is 0,50 euro (fifty cents).

4.4.4. acknowledges and consents that a minimum charge of 0,50 euro (fifty cents) will be charged from the credit card soon after the credit card registration. This will be done once for each new credit card and the amount of 0,50 euro will be added to the User personal virtual Linko wallet.

4.4.5. agrees to be billed on a recurring basis and to be automatically charged by Linko or Linko Payment Processors using payment methods chosen at the section "Billing". If payment method or payment of fees is subject to other terms and conditions, as set forth in order forms, invoices or otherwise, then those other terms and conditions apply in addition to this TOS.

4.5. As a result of European Union consumer protection regulations, being a party to distant sales agreement for digital content delivery the User (who is a consumer and orders Services for personal and not business purposes) has the right to cancel the paid Service subscription (and to reimburse the paid subscription fee) during the first 14 days after ordering paid Service subscription, unless User starts using Services during this period whereby User is deemed to have waived the right to cancel the paid Service subscription.

4.6. The User may cancel the paid Service subscription via Linko account settings at any time. The User remains responsible and liable for all fees and charges in relation to Services, which have incurred up to the date of the paid Service subscription cancellation. User is not entitled to reimbursement

in part or in full of the subscription fee, unless local mandatory law obliges Linko to do so.

4.7. The agreement for paid Service delivery is concluded once the User enters the credit card details or chooses the other payment methods at the section “Billing” on Linko account profile. Paid Service functionality is activated once the User enters the credit card details or choose the other payment methods at the section “Billing” on Linko account profile. Unless Linko account owner and/or manager cancels the subscription via https://linko.app account settings as per item 4.6 of the Terms, paid Service subscription continues and is unlimited.

4.8. User will be notified via email about the monthly payment credited from User’s payment account via email. All Linko invoices issued to a particular User will be available to the User in Linko account section "Invoices".

4.9. Linko may introduce new or change existing fees for Services and will give Service Users an advance notice to that end. New or changed fees will take effect from the next month after notification. If the User does not agree with the notified price change, such User must cancel his/her subscription of paid Services and stop using such paid Linko services by the end of current month (item 4.6 of the Terms apply).

4.10. The payment service provider may charge User certain fees on top of the Linko paid Service fees to process User’s payment. User is advised to check payment service provider "Cardinity" terms and conditions andprivacy policy for more information on their fees and other service terms. User credit card data and payment data are stored and processed by “Cardinity” systems. Linko accepts following debit and credit cards: Visa, MasterCard, Maestro.

4.11. Linko will terminate paid Service delivery to the User when 1) the User decides to cancel the paid subscription and 2) payment has not been duly processed (e.g. insufficient funds in or expiration of the User payment account, User has changed its payment account).

4.12. Termination of paid Service delivery or Linko account suspension for any reason mentioned in the Terms will result in a loss of access to the respective Linko account (or part of its functionality) as well as to data on such an account and, following the expiry of data retention terms, the loss of User’s Content on the Linko account.

4.13. Following termination of paid Service delivery for any reason mentioned in these Terms by Linko Linko account will not be deactivated. The functionality of such Linko account will automatically switch to functionality of the free of charge Linko Service account. User will still have access to the Linko account. Data on the account will remain accessible until the expiry of data retention term. User can reactivate subscription at any time by ordering paid Service.

5. LIABILITY

5.1. To the maximum extent allowed by applicable law, Linko is not liable to User or any third party for any damages arising out of or in relation to:

5.1.1. the illegality (according to applicable and local laws) of Content transferred, received, stored by User while using Services;

5.1.2. deletion by Linko of the Content after expiry of Content retention period or loss of access to the account suspension, restriction or deletion of the account pursuant to the Terms;

5.1.3. failure to provide correct and accurate information when using Services (e.g. to provide precise recipient contact requisites);

5.1.4. the infringement of these Terms by the User;

5.1.5. incomplete or inaccurate information on https://linko.app or Linko notices sent to User;

5.1.6. integration process or use of Linko application programming interface integration in to User’s software;

5.1.7. User’s computer system, mobile device or software occurred as a result of use of the Services;

5.1.8. Failure by Linko to store, transfer or delete a file or for the corruption or loss of any data, information or Content;

5.1.9. third-party services used in relation to Services disregarding the fact whether such third persons are mentioned in these Terms and/or references to particular rules are included in these Terms or not;

5.1.10. caused by Linko negligence or any lost profits, revenues, or business opportunities, loss of use, loss of data, loss of confidential or other information, business interruption and any other direct, indirect, special, incidental, criminal, subsequent or consequential damages whatsoever, whether based on contract, tort, negligence, product liability or otherwise, arising out of or in any way related to the use of or inability to use Service, regardless whether Linko has been advised or should have had knowledge of the possibility of such damages;

5.1.11. use of Services, including any (temporary) unavailability or (accidental) removal of user's Content or account;

5.1.12. for third party content published within the Linko Services, in links to external websites or the Content, products or services offered on external websites;

5.2. To the maximum extent permitted by applicable law, Linko:

5.2.1. provides Service without express or implied warranty of any kind to the User. The User uses Service at your own risk;

5.2.2. disclaims any warranty of merchantability, fitness for a particular purpose or non-infringement or any warranty that the Linko service are of any particular quality or purpose;

5.2.3. disclaims any warranty that Services are available on an uninterrupted, secure or error-free basis.

5.3. User agrees that the sole and exclusive remedy for unsatisfactory Service shall be termination of Service. Notwithstanding anything to the contrary in these Terms, the aggregate liability of Linko for all claims relating to Service is limited to the amounts paid by User to Linko for the last month of Service in question prior to the first event or occurrence giving rise to such liability.

5.4. User will defend, indemnify and hold harmless Linko from and against any claims, incidents, liabilities, procedures, damages, losses and expenses (including legal and accounting fees), arising out of or in any way connected with User's access to or use of Services or User's breach of these Terms, including any third party claims that Content transferred, received, stored while using Services, infringe any third party rights.

5.5. Services may provide integration with third-party services. User acknowledge that:

5.5.1. Linko is not responsible for any acts or omissions of such third-party services;

5.5.2. Linko is not an agent of such third-party services; and

5.5.3. use of those services is subject to any applicable terms and conditions between user and the providers of such services.

5.6. Linko reserves the right to investigate, provide access to Content to law enforcement authorities, temporarily restrict access to and/or permanently delete, without prior notice or liability, any Content and/or accounts, any part of Services, when Linko ascertains that user breaches these Terms or acts in violation of any applicable law or regulation.

6. MISCELLANEOUS

6.1. Linko may terminate the agreement on provision of Linko services immediately on notice to User if:

6.1.1. user fails to timely pay any amount owed to Linko; or

6.1.2. Linko reasonably believes that the Linko services are being used by the User in violation of applicable law, or

6.1.3. continued use of the Linko services by User creates legal risk for Linko or presents a threat to the security of the Linko services or other Users; or

6.1.4. User breaches any provision of these Terms or the documents referred to in these Terms.

6.2. Linko's failure to enforce a provision is not a waiver of its right to do so later.

6.3. If any (part of a) provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

6.4. User may not assign any of User's rights under these Terms. Linko is at any time entitled to assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with Services without User's consent or any other restriction.

6.5. These Terms and any non-contractual obligations arising out of or in connection with it will be governed by the law of the Republic of Lithuania (with the exception to Lithuanian private international law), taking account of applicable compulsory provisions arising from local laws of User jurisdiction (e.g. local consumer protection or laws).

6.6. User and Linko shall resolve their conflicts by way of negotiations. Failing to agree during negotiations any disputes relating to or arising from these Terms will be submitted to the exclusive jurisdiction of the competent court in the Republic of Lithuania unless mandatory legal acts establish otherwise. Linko reserves the right to choose to resolve the dispute in the competent court of User's jurisdiction.

6.7. User may deliver a complaint to Linko when User has reasonable ground to believe that Linko has infringed these Terms or other consumer rights of User. Linko will investigate such User's compliant pursuant to the order prescribed by applicable law. User may also resort to available pre-court consumer dispute settlement, should these be available under applicable law.

6.8. Unless applicable laws require otherwise, Linko does not accept and investigate complaints of Users or third parties alleging that another User or third party has infringed their rights (e.g. complaints regarding illicit Content or illicit use thereof in relation to Service use). Linko is not in the position to access the Content or to thoroughly investigate such complaints, thus, advises any person or organization to report the alleged User or third-party misconduct to law enforcement agency or to resort to civil procedures available to such User or third party under applicable local laws. Linko aims to comply with any law enforcement agency or court order or requests. Upon reception of such a request, Linko may upon its sole discretion decide to report a matter to competent authorities, to examine the matter and/or to disclose transferred Content to competent governmental authority or court as may be prescribed by applicable law.

6.9. Linko can occasionally update these Terms and change paid Service fees to reflect changes in Linko practices and Services. The amended Terms will become effective upon them being posted on https://linko.app, or at such later date as may be stated on the amended Terms. Therefore, we recommend that users review the Terms from time to time and take note of any changes. By continuing to use Services Users accept the amended Terms. In case of material changes to the Terms, Users will be informed prior to the change:

6.9.1. at the moment user uses the Services, or

6.9.2. by a message via contact details User has provided Linko by the User, or

6.9.3. by posting of the notice of the Terms change on https://linko.app.

6.10. To the maximum extent allowed by applicable law Linko may unilaterally in its own discretion without notification change to the User, terminate or expand Services and/or Terms. In the event User doesn't accept a change of the Terms, the User must suspend use of Services and/or delete Linko account. Continuous use of Services by the User following the change of the Terms and/or Privacy Policy will be deemed to be an acceptance of the Terms and/or Privacy Policy as amended.

6.11. If you have questions about the terms or Services, please contact Linko at support@linko.app. Our preferred languages for communication with clients are English and Lithuanian.