

Lincoln Tech Terms of Use

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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 these Terms of Use. By accessing or using this Website or the Services (including the purchase of any products or programs offered on the Website (“**Products**”) and the booking of any services at our physical locations), you signify that you have read, understand, and agree to be bound by these Terms of Use. If you do not agree to accept these Terms of Use, you may not access or use this Website or the Services.

These Terms of Use govern the relationship between you and Lincoln Tech with respect to your use of this Website and its related Services. You agree that the agreement formed by these Terms of Use are like any written agreement signed by you, and you agree to be bound by, and fully comply with, their terms. You represent and warrant that you have all necessary right, power, and authority to enter into these Terms and Conditions and to perform and otherwise discharge all of your obligations hereunder.

You understand that aspects of this Website and the Services may not be available in all jurisdictions and that you are responsible for ensuring that it is lawful for you to use this Website and receive the Services in your jurisdiction.

We reserve the right at any time to change: (i) the terms and conditions of these Terms of Use; (ii) this Website or the Services, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through this Website or the Services or the hours that they are available; (iii) any fees or charges, if any, related to the use of this Website or the Services; and (iv) the equipment, hardware or software required to use and access this Website or the Services.

Any changes we make to these Terms of Use will be effective immediately upon posting on this Website. Be sure to return to this Website periodically to ensure you are familiar with the most current version of these Terms of Use.

1. YOU AGREE TO OUR PRIVACY POLICY

Lincoln Tech has made a commitment to protecting the privacy of those who use the Services. Please review our [Privacy Policy](#) (“**Privacy Policy**”). Our Privacy Policy is incorporated by

reference in these Terms. By using the Services, you are consenting to and agreeing to be bound by the Privacy Policy.

When you use the Services, you consent to receive communications from us electronically via the Services, email, or otherwise.

2. USE OF THIS WEBSITE

If you access this Website from outside of the United States, you do so at your own risk and are responsible for compliance with local, national or international laws, including, without limitation, securities laws and import and export laws. In particular, you understand that this Website, the Services or both may not be available in all jurisdictions and that you are responsible for ensuring that it is lawful for you to use this Website and receive the Services in your jurisdiction.

Furthermore, if you are residing in a jurisdiction where it is forbidden by law to participate in the activities offered by this Website or the Services, you may not enter into these Terms of Use or use this Website or the Services. By using this Website you are explicitly stating that you have verified in your own jurisdiction that your use of this Website and the Services is allowed.

If you are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as set out in these Terms of Use based on age and you are under such age limit, you may not enter into these Terms of Use or use this Website or the Services.

You may only access and use this Website for legitimate purposes and not for any illegal or unauthorized purpose, including without limitation in violation of any criminal law, intellectual property law, privacy law or any other applicable law or regulation. You represent and warrant that you are at least the age of majority in your jurisdiction of residence and are legally capable of entering into a binding contract.

We reserve the right to suspend or terminate your account without warning with or without cause.

3. SERVICES AND YOUR ACCOUNT

In order to access and use certain Services available on this Website, you may need to sign up for, open, and maintain an account (your “**Account**”) with us. If you do not agree to these Terms of Use, you may not sign up for an Account and you shall not have the right to use such Services.

You represent and warrant that at all times you will: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and promptly update your information (including your e-mail address) to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we shall have the right to suspend or terminate your Account and any or all privileges on this Website and to refuse any and all current or future use of this Website.

During the registration process, you may be required to choose a user name and enter your email address. You acknowledge and agree that Lincoln Tech may rely on this email address or user name to identify you. You shall be responsible for protecting the confidentiality of your user name(s), student identification number, and/or password(s), if any. You are responsible for all use of your Account, regardless of whether you authorized such access or use, and for ensuring that all use of your Account complies fully with the provisions of these Terms of Use. You must not choose a username that infringes the rights of any third party or which is offensive, racist, obscene, hurtful, unlawful, or otherwise inappropriate. You agree not to transfer your right to use or access this Website or the Services via your username or password to any third person.

WE HEREBY DISCLAIM ANY AND ALL LIABILITY FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT FOR WHICH WE ARE NOT RESPONSIBLE.

Any conduct that in our sole discretion restricts or inhibits anyone else from using or enjoying the Services will not be permitted. We reserve the right in our sole discretion to remove or edit any content and to terminate your Account for any reason.

4. MOBILE DEVICES AND MOBILE APPLICATIONS

If you use a mobile device to access the Services optimized for mobile viewing, or use a mobile application, the following additional terms and conditions (“**Mobile Terms**”) also apply to you. Your access to the Services via your mobile device or use of a mobile application confirms your agreement to these Mobile Terms, as well as the rest of the Terms.

You may opt in to receive SMS text messages on your mobile device. Your consent is not required as a condition of purchasing any Products or Services from us. Data obtained from you in connection with this text messaging service may include your mobile phone number, your carrier’s name, and the date, time, and content of your messages and other information you provide to Lincoln Tech as part of this service. We may use this information to contact you and provide Services you request from us.

Lincoln Tech will not be liable for any delays in the receipt of any text messages. Delivery is subject to effective transmission from your network operator. You understand that wireless service through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage, or other service changes made by your mobile service provider or otherwise. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Website or use of a mobile application. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details.

5. ELIGIBILITY

You represent and warrant that you: (a) are above the legal age of majority in your jurisdiction of residence; (b) have not previously been suspended or removed from the Website or our Services; (c) will only provide us with true, accurate, current, and complete information if you register for an account—if we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the Services (or any portion thereof); and (d)

have full power and authority to enter into these Terms and in doing so will not violate any other agreement to which you are a party.

6. CODE OF CONDUCT

You agree that you will not attempt to, nor permit any third party to, enter restricted areas of Lincoln Tech's computer systems or perform functions that you are not authorized to perform pursuant to these Terms of Use. In addition, and without limiting the foregoing, you agree not to:

- use tools which hack or alter this Website or the Services, or that allow you to connect to this Website's or the Services' private binary interface or utilize any interfaces other than those provided by us to you;
- attempt to obtain a password or other private account information from any other user of this Website or the Services;
- create multiple Accounts for the purpose of sale or transfer to others, transfer your Account to others, park your Account or those of others, or use another person's Account with Lincoln Tech;
- mirror or frame any part of this Website without Lincoln Tech's express prior written consent; or
- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of this Website, without Lincoln Tech's express prior written consent.

We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of this Website and the Services.

7. USER CONTENT

In the event that the Website enables you to post any comments, suggestions, feedback or other content (collectively, "**User Content**"), you are solely responsible for User Content that you post or upload on the Website. By submitting User Content to the Website you agree to:

- not post anything that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy or publicity of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
- not post anything that is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography,

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 (*e.g.*, 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 do not make any representations, warranties or guarantees that: (i) the Website, the Services, or any portion thereof, will be monitored (*e.g.*, for accuracy or unacceptable use); (ii) apparent statements of fact will be authenticated; or (iii) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance

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 Content; and (d) you forever release Lincoln Tech, and its licensees, successors and assigns, from any claims that you could otherwise assert against Lincoln Tech by virtue of any such moral rights. You also permit any other user to access, view, store or reproduce the User Content for that user's personal use.

User Content submitted by you will be considered non-confidential and Lincoln Tech is under no obligation to treat such User Content as proprietary information except pursuant to Lincoln Tech's Privacy Policy. Without limiting the foregoing, Lincoln Tech reserves the right to use any User Content as it deems appropriate, including, without limitation, deleting,

editing, modifying, rejecting, or refusing to post it. Lincoln Tech is under no obligation to edit, delete or otherwise modify User Content once it has been submitted to Lincoln Tech. Lincoln Tech shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

8. OUR MATERIALS

Lincoln Tech may make certain information, content, software, or other materials (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks) available to you from this Website from time to time (collectively, the “**Lincoln Tech Materials**”). All Lincoln Tech Materials are protected by trade dress, copyright, patent, and trademark laws, as well as various other intellectual property and unfair competition laws. If you download, access or use any Lincoln Tech Materials, you agree that such materials: (i) may only be used for your personal and non-commercial use; (ii) may not be modified, used to create a derivative work, incorporated into any other work or otherwise exploited without Lincoln Tech’s prior written permission; and (iii) shall only be used in compliance with any additional license terms accompanying such materials. Lincoln Tech does not transfer the title or the intellectual property rights to the Lincoln Tech Materials to you, and retains full and complete title to the Lincoln Tech Materials as well as all intellectual property rights therein. You agree not to sell, share, redistribute, or reproduce the Lincoln Tech Materials. Lincoln Tech or its licensors own all related trademarks and logos, and you agree not to copy or use them in any manner.

This Website (including its organization, presentation and Lincoln Tech Materials) is the property of Lincoln Tech and its licensors and may be protected by intellectual property laws including laws relating to copyrights, trademarks, trade names, internet domain names and other similar rights.

The Lincoln Tech Materials are informational and educational resources. Programs, products, services, and goods discussed and/or marketed through the Website are not applicable to all individuals, students, and educational situations.

9. Intellectual Property Infringement

Lincoln Tech respects the intellectual property rights of others, and we ask you to do the same. Lincoln Tech may, in appropriate circumstances and at our discretion, terminate service and/or access to this Site to users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on the Site and/or in the Service, please provide Lincoln Tech’s designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or if multiple works at a single online location are covered by a single

notification, a representative list of such works at that location.

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit Lincoln Tech to locate the material.
- Information reasonably sufficient to permit Lincoln Tech to contact you as the complaining party, such as an address, telephone number, and, if available, an e-mail address at which you may be contacted.
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Lincoln Tech's agent for notice of claims of copyright or trademark infringement can be reached at webmaster@spotlightpa.org or at Copyright Officer, Lincoln Tech, 228 Walnut St., #11728, Harrisburg, PA 17108-1728.

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided if such removal is pursuant to a valid Digital Millennium Copyright Act, 17 USC Section 512 et seq. ("DMCA") take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification, in writing, to Lincoln Tech's designated agent that includes all of the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Lincoln Tech may be located, and that you will accept service of process from

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

Termination of Infringers

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 Website. Unauthorized use of the Website and systems, including but not limited to unauthorized entry into Lincoln Tech's systems or misuse of any information posted on the Website, is strictly prohibited. You may not use the Website in a manner that:

- (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any party (including but not limited to rights of publicity or other proprietary rights);
- (b) is unlawful, fraudulent, or deceptive;
- (c) uses technology or other means to access content or systems of Lincoln Tech in a manner that is not authorized by Lincoln Tech;
- (d) uses or launches any automated system, including, without limitation, "robots," "spiders," or "offline readers," to access content or systems of Lincoln Tech;
- (e) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- (f) attempts to gain unauthorized access to Lincoln Tech's computer network or user accounts;
- (g) encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
- (h) violates these Terms or any other Lincoln Tech policies;
- (i) attempts to damage, disable, overburden, or impair Lincoln Tech servers or networks;
- (j) fails to comply with applicable third-party terms; or
- (k) constitutes any other inappropriate conduct, as determined by us in our sole discretion.

11. AVAILABILITY

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 internet service provider's, or Lincoln Tech's, can experience unanticipated outages or slowdowns or have capacity limitations. Lincoln Tech is not responsible for failure or delay of performance caused by such problems, and Lincoln Tech makes no warranties as to the Website's availability.

12. ACCESS TO THE INTERNET

You are solely responsible for obtaining and maintaining all internet, computer hardware and other equipment needed to access and use this Website and the Services, and you shall be solely responsible for all charges and fees related thereto.

Please note that the Internet is not a fully secure medium and any communication may be lost, intercepted or altered. Lincoln Tech is not liable for any damages related to communications to, or from, this Website or the Services.

13. CURRENCY OF WEBSITE

Lincoln Tech updates the information on this Website and the Services periodically. However, Lincoln Tech cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on this Website and the Services. We have the right, but not the obligation, to correct any errors, inaccuracies or omissions and to change or update this Website (including the Lincoln Tech Materials) and the Services at any time, without prior notice to you.

14. LINKS TO OTHER WEBSITES AND SERVICES

This Website or the Services may contain links to outside services and resources, the availability and content of which Lincoln Tech does not control. We are not responsible for examining or evaluating those sites, and we do not warrant the offering of these services and resources or the content of these websites. Lincoln Tech does not assume any responsibility or liability for the actions, products, and content of these and any other websites. Any concerns regarding any such services or resources should be directed to the service or resource. The inclusion of these links does not imply that Lincoln Tech monitors or endorses these websites.

LINCOLN TECH SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS, CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR THE RELIANCE UPON ANY INFORMATION, CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY THIRD PARTY WEBSITES OR LINKED RESOURCES.

15. SECURITY

Lincoln Tech makes no warranty whatsoever to you, express or implied, regarding the security of the Website, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through the Website. You acknowledge and agree that you are solely responsible for maintaining the security of your devices and passwords. Lincoln Tech is not responsible for any losses resulting from the loss or theft of your device, the loss or theft of your information transmitted from or stored on your devices, or any losses arising from the use of your device by someone whom you have given access. You are required to notify us of any unauthorized use of the Website by using the contact information in the “**Contact Us**” section below.

Due to technical difficulties with the Internet, internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Website or the Services. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Website or the Services. Lincoln Tech recommends that you install appropriate anti-virus or other protective software.

LINCOLN TECH SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SOFTWARE, COMPUTER VIRUSES OR OTHER DESTRUCTIVE, HARMFUL OR DISRUPTIVE FILES OR PROGRAMS THAT MAY INFECT OR OTHERWISE IMPACT YOUR USE OF YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING ON THIS WEBSITE OR THE SERVICES OR YOUR DOWNLOADING OF ANY USER MATERIALS OR OTHER CONTENT FROM THIS WEBSITE.

16. SEVERABILITY/NO WAIVER

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. Lincoln Tech’s failure to enforce the strict performance of any provision of these Terms or the additional terms and conditions for any product or service will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms or the additional terms and conditions.

Sections 15, 17, 18, 19, 20, and 21 will survive any termination or expiry of these Terms of Use.

17. DISCLAIMERS: WEBSITE, SERVICES AND MATERIALS PROVIDED “AS-IS”

EXCEPT AS OTHERWISE PROVIDED EXPLICITLY HEREIN, THIS WEBSITE, THE PRODUCTS, THE SERVICES AND THE LINCOLN TECH MATERIALS ARE PROVIDED “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS,” WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. LINCOLN TECH DOES NOT REPRESENT OR WARRANT THAT THIS WEBSITE, THE SERVICES OR THE LINCOLN TECH MATERIALS (A) WILL MEET YOUR REQUIREMENTS, (B) THAT THEIR USE WILL BE

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. SUSPENSIONS

As above, we reserve the right to terminate or suspend your Account and/or your access to this Website and/or the Services (or any portion, aspect or feature of the Website and/or the Services) immediately, with or without notice to you, and without liability to you, if Lincoln Tech, in its sole discretion, believes that:

- you have violated or otherwise breached these Terms of Use;
- any information provided by you is untrue, inaccurate, not current or incomplete; or
- you, or any other parties, are obtaining unauthorized access to our Website, or any other systems or information of Lincoln Tech.

These suspensions will be for such periods of time as Lincoln Tech may reasonably determine is necessary to permit the thorough investigation of such suspended activity. Suspensions may result in the forfeiture and destruction of all information associated with you and your activities in connection with the Services.

21. TERM & TERMINATION

Lincoln Tech may, from time to time, but is in no way obligated to, permit you to access and use this Website and the Services in accordance with these Terms of Use and in the manner more particularly set out herein. You acknowledge and agree (i) that access to this Website and

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 posting the revisions on the Services and updating the “Last Updated” date. Such revisions will go into immediate effect once posted to the Services. Continued use of the Services following such modifications to the Services, these Terms, additional terms and conditions for any service, or our other policies will constitute your acceptance of such modifications and revisions.

23. ARBITRATION PROVISION AND CLASS ACTION WAIVER (“the Arbitration Provision”)

THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS; PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS OF USE.

Agreement to Arbitrate. Except as otherwise explicitly provided in this Arbitration Provision, Lincoln Tech, and any bank or financial institution with which Lincoln Tech partners, together with their parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns, and any of these entities’ employees, officers, directors, and agents and their successors, assigns, affiliates, and service providers (collectively, the “**Transaction Parties**”) and you can elect to resolve any past, present, or future dispute or claim (“**Dispute**”) arising from or relating in any way to (i) the use of the Services, (ii) these Terms of Use, or (iii) the relationship between you and any Transaction Party in connection with any of the foregoing that cannot be resolved directly between you and a Transaction Party, by binding arbitration under the Consumer Arbitration Rules (“**the Consumer Rules**”) of the American Arbitration Association (“**AAA**”), rather than in court. (Solely for purposes of this Arbitration Provision, the term Transaction Parties also includes any third party providing any goods and/or services in connection with the use of the Website or any of the foregoing on behalf of a Transaction Party, if that third party is named as a defendant along with a Transaction Party in the same proceeding or a related proceeding.)

“Dispute” Defined. Except as otherwise explicitly provided in this Arbitration Provision, “Dispute” broadly includes, without limitation: any claims based in contract, statute, constitution,

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.

Exceptions to "Dispute." 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 Transaction Party can initiate arbitration through the AAA or by filing a motion to compel arbitration of claims filed in court. Regardless of who elected

arbitration or how arbitration was elected, the party asserting the claim (*i.e.*, the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. If the AAA cannot serve and we cannot agree on a substitute, a court with jurisdiction shall select the arbitrator, who will apply the AAA rules and the procedures specified in this Arbitration Provision. Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. Any arbitration will be governed by the then-current Consumer Rules, and its Procedures for the Resolution of Disputes through Document Submission (“**Document Submission Procedures**”). For more information about the AAA and its rules, you may contact the AAA at American Arbitration Association, 120 Broadway, Floor 21, New York, N.Y. 10271, 1-800-778-7879, www.adr.org. The Document Submission Procedures are included in the Consumer Rules. The parties shall pay filing, administrative and arbitrator fees in accordance with the Consumer Rules. If you cannot afford to pay your share of the fees and cannot obtain a waiver from the AAA, you can make a written good faith request for a Transaction Party to pay or advance such fees. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law, these Terms of Use or an applicable agreement gives a party the right to recover such expenses from the other party. If the arbitrator determines that any party’s claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure. The arbitration will be conducted by a single arbitrator solely based on written submissions and will not require any personal appearance by the parties or witnesses unless the arbitrator determines that a telephonic or in-person conference or hearing is necessary based on the request of one or more of the parties. If an in-person hearing is necessary, it will be held in the federal judicial district in which you reside or at another location that is reasonably convenient to all parties.

CLASS ACTION WAIVER. You and the Transaction Parties each agree that if arbitration of a Dispute is elected, the Dispute will be resolved in arbitration (not in court) only on an individual basis and not as a class, collective or other representative action. To the fullest extent permitted under the FAA: (a) no arbitration will be joined or consolidated with any other unless all parties otherwise agree in writing; (b) there is no right or authority for any Dispute to be arbitrated on a class-action, collective action or private attorney general basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. No arbitrator shall have the authority to issue any relief that applies to any person or entity other than Transaction Parties and/or you individually.

Miscellaneous; Conflicts. Even if all parties have opted to litigate a Dispute in court, a party may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. If any portion of this Arbitration Provision is inconsistent with the Consumer Rules, with these Terms of Use, or your agreements governing the use of the Services, or with an arbitration provision in any agreement with a Transaction Party, this Arbitration Provision shall govern.

Survival; Severance. This Arbitration Provision shall survive termination of the Website or these Terms of Use or of any agreement into which you enter with a Transaction Party; and, further, you understand and agree that this Arbitration Provision applies not only to these Terms of Use but also to any subsequent agreement (including without limitation any agreement governing the use of Website or Services) into which you enter with a Transaction Party. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, except that: (a) if the Class Action Waiver is limited, voided or found unenforceable with respect to a Dispute that does not seek public injunctive relief and that determination becomes final after all appeals have been exhausted, then this Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim and that determination becomes final after all appeals have been exhausted, the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

RIGHT TO OPT OUT: If you do not want this Arbitration Provision to apply, you must send us a signed notice within thirty (30) calendar days of the date on which you electronically submit an application for a product or service offered by a Transaction Party through the Website or Services. You must send the notice in writing (and not electronically) to Lincoln Tech, 14 Sylvan Way, Suite A, Parsippany, NJ 07054, ATTN: Legal Department. You must provide your name, address, telephone number, and state that you “opt out” of the Arbitration Provision. Opting out will not affect the other provisions of these Terms of Use or any other agreement governing Website or with a Transaction Party. If you do not opt out, you will be bound by this Arbitration Provision in these Terms of Use and any other agreement governing a Service or with a Transaction Party. Please note that if you enter an agreement with a Transaction Party that contains a different arbitration provision with a right to opt out, opting out of this Arbitration Provision is not a rejection of the arbitration provision in the other agreement. You will need to separately opt out of the arbitration provision in the other agreement if you do not want it to apply.

24. MISCELLANEOUS

These Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. 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. The section headings used herein are for convenience only and shall not be given any legal import.

This Website and the Services are solely directed to individuals residing in the United States. We make no representation that materials on this Website or the Services are appropriate or available for use in other locations. Those who choose to access this Website from other locations do so on

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.

14 Sylvan Way, Suite A

Parsippany, NJ 07054