

TERMS AND CONDITIONS FOR END USERS OF LINKSYS HOMEWRK FOR EDUCATION SOLUTION

1. Introduction

The terms and conditions set out in this document (**Terms**) apply to all aspects of the legal relationship, including but not limited to terms related to the data service (**Data Service**), between **you** as the end user of the Linksys HomeWRK for Education solution (**Solution**), and Linksys USA, Inc. (**Linksys, us or we**) or any of our affiliated companies, except where specifically stated to the contrary below.

In addition to these Terms, your use of the Solution is governed by: (i) the **Warranty**, (ii) the Linksys **Privacy Policy**; and (iii) Linksys's **End User License Agreement** and (iv) the Pond Mobile **Terms and Conditions** referenced below which are applicable to the Solution, (these General Terms and the other terms and policies together are referred to as the **Solution Terms**).

To the extent applicable to the Solution, these Solution Terms are subject to and expressly conditioned upon the Pond Mobile Terms and Conditions available at <https://pondmobile.com/terms-and-conditions/> and the Pond Mobile Terms and Conditions are incorporated herein by reference.

These Solution Terms constitute a legally binding agreement between Linksys and you, the purchaser and user of Linksys's products and Solution. Please read these Solution Terms carefully before installing or using the Solution. **By using the Solution and associated products, you are agreeing to all Solution Terms.** If you do not agree to all of these Solution Terms, do not use or install the Solution. If you do not accept the Solution Terms and you purchased a Solution product, you may be eligible to return the product for a refund, subject to the terms and conditions of the applicable return policy.

These Terms contain a dispute resolution and binding arbitration provision, including a class action waiver that affects your legal rights with respect to disputes you may have with Linksys. You may opt out of such arbitration and class action waiver as provided below.

2. Nature of our Service

The Data Service rate plans, Hardware, services and features of the Solution are not for resale and are intended for reasonable and non-continuous use by an end user using a device on Linksys's affiliate networks.

3. Data Service Rate Plans and Support

When you purchase a Solution, you will select Hardware and a Data Service rate plan, which will be for a fixed period of time. You will be billed by your seller for the Data Service you select at the time you order the Solution. The Data Service will start once the Hardware is activated.

Data Service will be provided by Pond Mobile. However, Linksys will provide technical support relating to the Data Service. If you need technical support relating to the Data Service or Solution, please contact Linksys technical support at <http://support.linksys.com>.

4. Unlimited Use Plans

If you subscribe to Data Service plans, services or features that are described as unlimited, you should be aware that such “unlimited” plans are subject to the Prohibited Network Uses set forth in the Pond Mobile Terms and Conditions.

5. Third-Party Applications

If you use a third-party application, the application may access, collect, use, or disclose your personal information or require Linksys or a third party involved in providing the Solution to disclose your information – including location information (when applicable) – to the application provider or some other third party. If you access, use, or authorize third-party applications through the Data Service, you agree and authorize Linksys or a relevant third party to provide information related to your use of the Data Service or the application(s). You understand that your use of third-party applications is subject to the third party’s terms and conditions and policies, including such third parties’ respective privacy policies.

6. Information on Devices

Any device, such as a laptop, which you use in connection with the Solution (**Device**) may contain sensitive or personal information (for example, pictures, videos, passwords, or stored credit card numbers). Linksys is not responsible for any information on your Device, including sensitive or personal information.

7. CPNI

As we provide telecommunications products and Services to you (the account holder), we develop information about the quantity, technical configuration, type, location, and destination of telecommunications products and Services you use, as well as some other information found on your bill (“CPNI”). Under federal law, you have the right and we have a duty to protect the confidentiality of your CPNI. For example, we implement safeguards that are designed to protect your CPNI, including authentication procedures when you contact us. In some cases, we may need to share CPNI with Pond Mobile or other service providers to provide the Solution. We will not share CPNI with other third parties without your consent, except as set forth in the Linksys Privacy Policy under “Sharing Information”. **As a Data Service user, you hereby consent to the collection and sharing of CPNI as required to provide the Solution to you.**

8. General Exclusions and Limitations of Liability

Nothing in these General Terms is intended to: (i) change or exclude any statutory consumer rights that cannot be lawfully changed or excluded; or (ii) limit or exclude any right you have against the person who sold the Solution to you.

However, in some jurisdictions and circumstances it is possible for a manufacturer to change or exclude warranties, conditions or guarantees implied or imposed by law, and to otherwise limit its liability to consumers.

In those jurisdictions where it can lawfully be done, and to the full extent that the law allows, other than the warranties specifically set out in the Warranty, we:

- exclude all other express, statutory or implied conditions, representations and warranties, including but not limited to any implied warranties of non-infringement, merchantability, acceptability, satisfactory quality, title, fitness for a particular purpose, loss of or damage to data, lack of viruses or free from virus or malware attack, security, performance, workmanlike effort, that the functions contained in the Solution will meet your requirements, or that your use of the Solution will generate accurate, reliable, timely results, information, material or data;
- exclude all liability for the loss of, or damage to, data caused by use of the Solution, or its repair;
- exclude any liability we might otherwise have to you for:
 - a) loss of revenue or profit,
 - b) loss of the ability to use any third party products, software or services, and
 - c) any indirect, consequential, special, incidental or punitive loss or damages, which arises under any law and relates to your use, or inability to use the Solution or any related services; and
- limit our monetary liability to you to the price that you paid for the Solution.

If a warranty cannot be excluded or disclaimed, it is limited to the duration of the Warranty Period as set out in the Warranty.

References to “special, indirect, consequential or incidental losses” means any losses which (i) were not reasonably foreseeable by both parties, and/or (ii) were known to you but not to us and/or (iii) were reasonably foreseeable by both parties but could have been prevented by you such as (but without limitation), losses caused by viruses, Trojans or other malicious programs, or loss of or damage to your data.

In addition, please take note that other than the Warranty, no oral or written information or advice given by us or anyone else creates a warranty.

Our aim is to provide a highly reliable and available Solution; however, the Solution, including any applications associated with the Solution, is not guaranteed to be reliable or available 100% of the time.

In addition, the Solution may be subject to sporadic interruptions and failures for reasons beyond Linksys's control, including Wi-Fi intermittency and service provider maintenance. We cannot and do not guarantee that you will receive notifications or have access to the Solution during any given time or at all.

You acknowledge that the Solution and any connected products are not certified for emergency response or intended or suitable for use in situations or environments where failure, delay or errors or inaccuracies in the data or information provided by the Solution could lead to death, personal injury or severe physical or environmental damage, including without limitation in connection with the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support or weapons systems. You understand that the Solution is not part of and does not contain a third-party monitored emergency notification system. Linksys does not monitor emergency notifications and will not dispatch emergency authorities to your home in the event of an emergency. Linksys technical support contacts cannot be considered a lifesaving solution and they are not a substitute for emergency services. All life threatening and emergency situations should be directed to the appropriate emergency response services in your area.

9. Indemnity

If we become the subject of a claim, become involved in a legal proceeding, or suffer any economic loss or damage as a result of your violation of these General Terms or any of the other Solution Terms, to the extent permitted by law, you will be responsible for compensating us for the full amount of our loss, as well as any reasonable amounts we incur in lawyers' fees, expenses and court costs, except in the case and to the extent that we have contributed to the loss or damage.

10. Export Control

You acknowledge that the Solution and/or any software contained in or associated with it may be subject to U.S. and local export control laws and regulations. You represent and warrant that you are not a resident of an embargoed country or that has been designated by the U.S. Government as a "terrorist supporting" country, or a prohibited end user under applicable U.S. or local export and anti-terrorism laws, regulations and lists. You agree not to export, re-export, divert, transfer or disclose any portion of the Solution or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

11. U.S. Government Users

The Solution and the associated user documentation qualify as "commercial items" as defined at 48 C.F.R. 2.101 and 48 C.F.R. 12.212. All U.S. Government users acquire the Solution and user documentation with only those rights herein that apply to non-governmental customers. Use of either the Solution or user documentation or both constitutes agreement by the U.S. Government that all software in the Solution is "commercial computer software" and the Solution documentation is "commercial computer software documentation," and constitutes acceptance of the rights and restrictions in the Solution Terms.

12. Intellectual Property

You agree that, as between us and you, we and any applicable third party retain title to and ownership of all the intellectual property rights in the Solution. You can find details of the license by us to you of the intellectual property rights in any Linksys software in the Solution by looking in the EULA.

We and any applicable third party retain ownership of our respective trade names, trademarks, service marks, logos, and domain names (in each case, a **Mark**) associated or displayed with the Solution. You may not frame or utilize framing techniques to enclose any such Mark, or other proprietary information (including images, text, page layout, or form) of Linksys or any applicable third party, nor use any meta tags or any other "hidden text" utilizing Linksys or third party Marks, without the owner's prior written consent.

We welcome feedback and suggestions regarding the Solution and we may look for ways to implement feedback when practicable. You authorize us to use any feedback or ideas that you provide in connection with your use of the Solution for any purpose and without further obligation to you of any kind.

13. Termination and Effects of Termination

All rights granted to you under the Solution Terms will automatically terminate if: (i) you have committed a material breach of any of the Solution Terms or of the terms of any third party service required for you to use the Solution; (ii) your actions cause us to be in violation of any agreement or policy needed to provide the Solution; or (iii) we are required to do so by any court or government authority in any country. We will not be liable to you or to any third party for termination under these circumstances.

Upon termination, you must stop using the Solution, and if you downloaded an application associated with the Solution, you must uninstall it.

All provisions of this Agreement except for the (i) the warranty provided under the Warranty (ii) the license granted under the EULA, and (iii) any consents for you to use the Solution and/or any intellectual property rights granted to you under any of the Solution Terms, will survive termination of the Solution Terms.

14. Arbitration and Class Action Waiver

MANDATORY ARBITRATION. You have the right to opt-out of this mandatory arbitration provision. If you opt-out, you will retain your right to file a lawsuit. To opt-out, you must follow the directions set forth below under the heading "How to Opt Out of Mandatory Arbitration". If you do not opt-out, you will have agreed to the mandatory arbitration set forth below.

PLEASE READ CAREFULLY, THE FOLLOWING PROVISION AFFECTS YOUR RIGHTS.

If you are in the United States (including its possessions and territories), you and we agree that any dispute, claim or controversy between you and us shall be determined by binding arbitration. The

arbitration will be governed by the American Arbitration Association's (**AAA**) Consumer Arbitration Rules (the **AAA Rules**), as modified by these Solution Terms, and will be administered by the AAA. The AAA rules specifically provide that all consumers who agree to mandatory arbitration retain the right to seek relief in a small claims court for disputes or claims within the scope of its jurisdiction, and you have this right under this Agreement, so long as such small claims court does not provide for or allow for joinder or consolidation of claims. BY ACCEPTING AND AGREEING TO THESE SOLUTION TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.

The binding arbitration provided by these Solution Terms is more informal than a lawsuit in court. Arbitration uses an independent and neutral arbitrator selected in accordance with the AAA Rules (instead of a judge or jury) and allows for more limited discovery than in court. Decisions of the arbitrator are enforceable like orders of a court and are subject to very limited review by courts. The parties have the right to be represented by attorneys or other representatives at their own expense in connection with the arbitration. There is, however, no requirement that a party must use an attorney or other representative to participate in the arbitration.

By accepting these Solution Terms, you agree that the Federal Arbitration Act (**FAA**), including its procedural provisions, governs the interpretation and enforcement of this provision. This means that the FAA governs, among other things, the interpretation and enforcement of this provision requiring mandatory arbitration, including the class action waiver discussed below. State arbitration laws do not govern this provision in any respect. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Solution Terms, including but not limited to, the arbitrator's jurisdiction and any claim that all or any part of these Terms is void or voidable. This arbitration provision shall survive termination of these Solution Terms and the termination of any account you may have with us.

If you elect to seek arbitration or to file an action in a small claims court, you must first send to us by certified mail, a written notice of your claim (**Notice**). The Notice to us must be addressed to: General Counsel, Linksys USA, Inc., 121 Theory, Irvine, CA 92617 (**Notice Address**). If we initiate arbitration, we will send a written Notice to the email address or any other address we have for you. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If we and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding pursuant to the AAA Rules or a small claims action.

You may obtain more information about arbitration, the AAA Rules, download or copy a form Notice and a form to initiate arbitration at www.adr.org or by calling the AAA at 800-778-7879. If we receive notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the AAA filing fee unless your claim is for greater than US\$10,000, in which event you will be responsible for payment of any filing fees. Except as expressly set forth in these General Terms, the payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing at a reasonably convenient location for both parties as established by the AAA or the arbitrator pursuant to the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined in accordance with the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

CLASS ACTION WAIVER: YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU ACKNOWLEDGE THAT WITHOUT THIS PROVISION YOU MAY HAVE HAD A RIGHT TO ARBITRATE A DISPUTE ON A CLASSWIDE OR REPRESENTATIVE BASIS, AND THAT BY ACCEPTING AND AGREEING TO THESE SOLUTION TERMS, YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS. Further, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator is bound by these Solution Terms to the extent they modify the AAA Rules. As a result, the arbitrator shall have no power or authority to preside over, certify, adjudicate, or determine any form of class or collective action and further shall have no power or authority to consolidate or join any claim or dispute between any other party and us with your claim. Except as provided for in this paragraph, the arbitrator is empowered to grant all remedies and whatever relief that a party would be entitled to in a court of law or equity under applicable law, including, without limitation, declaratory or injunctive relief of any nature.

How to Opt-Out of Mandatory Arbitration. Notwithstanding the foregoing, you or Linksys may file a lawsuit in court rather than resolving your dispute by arbitration if you opt out of these arbitration procedures within 30 days from the date that you accept this agreement (**Opt-Out Deadline**). In order to opt out of mandatory arbitration, You must (i) mail written notification to Linksys at 121 Theory, Irvine, California, 92617, Attn: General Counsel, or (ii) email written notification to arbitrationoptout@linksys.com. In either case, such written notification must include your name, address, and a clear statement that you do not wish to resolve disputes with Linksys through arbitration. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your dispute in arbitration or, if the dispute qualifies, in small claims court.

If you reside outside of the United States or if the arbitration provision above is declared to be unenforceable, the following Section applies to you:

These Solution Terms will be governed by the substantive internal laws of the State of California law, without reference to conflict of laws principles. Any action filed against us in the United States based on a claim arising under, relating to, or in connection with these Solution Terms must be filed in the state or federal courts located in Los Angeles County, California. However, if you are a consumer and you live in a country where we market or promote the Solution, local consumer law may require that certain consumer protection laws of your country of residence apply to some sections of these Solution Terms. Each of the

United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods is hereby expressly excluded and will not apply to these Solution Terms.

15. General

- a) In any situation where there is inconsistency between a provision in one of the other Solution Terms, and a provision of these Terms, the provision of the other Solution Terms will prevail other than as expressly stated in these Terms.
- b) To the extent that a court of competent jurisdiction determines that any provision of the Solution Terms is not enforceable, the court may modify the provision to the minimum extent necessary to make the provision enforceable. Any such invalid provision shall not invalidate the remaining provisions, which shall remain in full force and effect.
- c) Linksys may modify the Solution Terms from time to time. The current versions can be found on <https://protect-us.mimecast.com/s/LEkACERWxGFBk953upHEcR?domain=linksys.com> or by contacting Linksys Support. By continuing to use the Solution after any of the Solution Terms have been changed, you agree to the changes.
- d) A failure or delay by either of us to exercise any right or remedy provided under the Solution Terms or by law will not constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy will preclude or restrict the further exercise of that or any other right or remedy.
- e) Other than as expressly stated in these Terms, no person other than us (including, for the avoidance of doubt, any of our affiliated companies) and you will have any rights to enforce any term of the Solution Terms.
- f) The Solution Terms are the entire agreement between you and ourselves as regards their subject-matter, except as specifically stated in these Terms or otherwise agreed in a separate written agreement between you and Linksys.

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