⟨∞⟩ LinkMCP

TERMS OF SERVICE

Effective Date: 2026-10-30

These Terms of Service (the "**Terms**") are a binding agreement between **Third Person Systems LLC**, a Wyoming limited liability company doing business as LinkMCP ("**LinkMCP**", "**we**", "**us**", or "**our**"), and the individual or entity that creates an account, subscribes to a plan, or otherwise accesses or uses the Service ("**Customer**", "**you**", or "**your**").

LinkMCP and Customer are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

1. DEFINITIONS

1.1 **"Account"** means the unique account created by Customer through the sign-up process on the Application, which provides access to the Service and is authenticated with a one-time code sent to Customer's email address or through Google sign-in.

1.2 **"API Key"** means a unique authentication credential that Customer creates in the Application and uses to connect MCP-compatible AI assistants to the Service.

1.3 **"Application"** means the web application located at https://app.linkmcp.io through which Customer manages its Account, subscription, LinkedIn connection, and API Key.

1.4 **"Authorized Users"** means individuals who are authorized by Customer to access and use the Service under Customer's Account, subject to the terms and conditions of these Terms.

1.5 **"Cached Data"** means LinkedIn profile, company, and post data, and related contact data, that the Service obtains from LinkedIn's public web pages or from third-party data providers and stores with per-request-type time-to-live ("**TTL**") values to improve performance and reduce API load.

1.6 **"Confidential Information"** has the meaning set forth in Section **10** of these Terms.

1.7 **"Customer Data"** means any data, information, or material provided or made available by Customer or its Authorized Users to LinkMCP or transmitted through the Service, including the reference to Customer's LinkedIn connection and API usage logs.

1.8 **"Documentation"** means any user guides, API references, integration instructions, or similar materials provided by LinkMCP describing the functionality, components, or use of the Service.

1.9 **"Effective Date"** means the date these Terms are first published or, with respect to Customer, the date Customer first creates an Account or otherwise indicates assent to these Terms, whichever is later.

1.10 **"Free Trial"** has the meaning set forth in Section **8.2** of these Terms.

1.11 **"LinkedIn"** means the professional networking platform operated by LinkedIn Corporation and its affiliates, including its APIs, terms of service, and usage policies.

1.12 **"LinkedIn Account"** means Customer's personal or organizational LinkedIn account, which Customer connects to the Service by signing in to LinkedIn on the Service's connection page.

1.13 **"MCP"** means the Model Context Protocol, an open standard for connecting AI assistants to external tools and data sources.

1.14 **"Payment Processor"** means Stripe, LLC ("**Stripe**"), the third-party service provider that processes payment transactions on behalf of LinkMCP.

1.15 **"Privacy Policy"** means the LinkMCP Privacy Policy, available at https://linkmcp.io/legal, which governs the collection, use, and sharing of personal data.

1.16 **"Service"** means the LinkMCP MCP server platform, including all API endpoints, the Application, the Website, and any related services, features, and functionality provided by LinkMCP to Customer.

1.17 **"Subscription Fees"** means the fees payable by Customer for the Service as set forth in the applicable subscription tier selected by Customer.

1.18 **"Subscription Period"** means the monthly period during which Customer has access to the Service under a paid subscription tier, commencing on the date of subscription and renewing monthly thereafter unless cancelled.

1.19 **"Website"** means https://linkmcp.io, its public sub-pages, and any marketing materials that link to these Terms.

2. ACCEPTANCE OF TERMS

2.1 Acceptance

By creating an Account, subscribing to a plan, accessing the Website, or using the Service in any manner, you agree to be bound by these Terms, the Privacy Policy, and any additional terms referenced herein. If you do not agree to these Terms, do not access or use the Service.

2.2 Authority

If you are accepting these Terms on behalf of a company, organization, or other entity, you represent and warrant that you have the authority to bind that entity to these Terms and that you agree to these Terms on behalf of that entity. In such case, "Customer" and "you" refer to that entity.

2.3 Eligibility

The Service is intended for business use by individuals aged eighteen (18) years or older. By using the Service, you represent that you meet this requirement and that you are not barred from receiving the Service under applicable law.

2.4 Modification of Terms

LinkMCP reserves the right to modify these Terms at any time by posting a revised version with a new Effective Date. We will provide at least thirty (30) days' notice of material

changes by email to the address associated with your Account or by prominent notice on the Website. Continued use of the Service after the updated Terms become effective constitutes acceptance of the revised Terms. If you do not agree to any modified Terms, your sole remedy is to cancel your subscription and cease using the Service before the revised Terms take effect.

3. ACCOUNT REGISTRATION & SECURITY

3.1 Account Creation

To access the Service, you must create an Account by signing in with a one-time code sent to your email address or with your Google account. You agree to provide accurate and complete information during the registration process and to keep your Account information current.

3.2 API Key Management

You can create API Keys in the Application for use with MCP-compatible AI assistants. You can also connect an AI assistant without an API Key by authorizing it through the Service's OAuth sign-in. You are solely responsible for safeguarding your API Key and must treat it as confidential. You shall not share your API Key with unauthorized parties or embed it in publicly accessible code repositories, client-side applications, or other locations where it may be exposed.

3.3 Account Security

You are responsible for all activities that occur under your Account, whether or not authorized by you. You must notify LinkMCP immediately at info@linkmcp.io upon becoming aware of any unauthorized use of your Account or API Key, or any other breach of security. LinkMCP will not be liable for any losses arising from unauthorized use of your Account where you have failed to maintain the security of your credentials.

3.4 Account Restrictions

Each Account is for a single Customer. You shall not create multiple Accounts to circumvent usage limits, avoid fees, or for any other purpose. LinkMCP reserves the right to merge, suspend, or terminate duplicate Accounts.

4. THE SERVICE

4.1 Service Description

LinkMCP is an MCP server that provides AI assistants with direct access to LinkedIn through twenty-two (22) or more API endpoints, including but not limited to:

a. **Profile & Search**. Search for people, retrieve profiles, bulk profile retrieval, and Sales Navigator search.

b. **Company Data**. Retrieve company information, bulk company retrieval, and company posts.

c. **Posts & Engagement**. Retrieve posts, comments, and reactions; create posts, save them as drafts, or schedule them for later publication; comment on posts; and react to posts.

d. **Messaging**. Send messages, list conversations, and retrieve conversation messages.

e. **Connections**. Retrieve connections, list connection requests, send connection requests, and respond to connection requests.

f. **Contact Discovery**. Find email addresses, find mobile numbers, and validate email addresses.

4.2 Compatibility

The Service is designed to work with any MCP-compatible AI assistant, including but not limited to Claude (Anthropic), ChatGPT (OpenAI), and Cursor. LinkMCP does not guarantee

compatibility with all AI assistants and is not responsible for the functionality, availability, or performance of third-party AI tools.

4.3 Modifications to Service

LinkMCP may update, modify, or discontinue any feature or functionality of the Service at any time. LinkMCP will use commercially reasonable efforts not to materially diminish the core functionality of the Service during an active Subscription Period without providing at least thirty (30) days' prior notice. New features or endpoints may be added at any time and may be subject to additional terms or different subscription tiers.

4.4 Service Availability

LinkMCP will use commercially reasonable efforts to make the Service available. However, the Service depends on third-party infrastructure (including LinkedIn's APIs and systems) and may be subject to interruptions, delays, or errors beyond LinkMCP's control. LinkMCP does not guarantee any specific level of uptime or availability.

4.5 Third-Party Dependencies

The Service relies on LinkedIn's APIs and infrastructure. Changes to LinkedIn's APIs, terms of service, rate limits, or policies may affect the functionality, availability, or scope of the Service. LinkMCP is not liable for any degradation, limitation, or interruption of the Service caused by changes to LinkedIn or any other third-party platform.

5. LINKEDIN ACCOUNT RESPONSIBILITY

5.1 Your LinkedIn Account

Features that act on LinkedIn as you (such as sending messages or connection requests, posting, commenting, and reacting) or that read your own LinkedIn data (such as your inbox and connections) operate using your own LinkedIn Account, which you connect by signing in to LinkedIn on the Service's connection page. LinkMCP does not provide shared or pooled LinkedIn accounts. All actions performed through the Service using your LinkedIn Account are executed on behalf of and attributed to your LinkedIn Account. Lookups of profile,

company, and post data may be answered from Cached Data, from LinkedIn's public web pages, or by third-party data providers, without using your LinkedIn Account.

5.2 LinkedIn Terms Compliance

You are solely responsible for ensuring that your use of the Service complies with LinkedIn's terms of service, user agreement, professional community policies, and any other applicable LinkedIn policies (collectively, "**LinkedIn Terms**"). LinkMCP does not monitor, verify, or enforce compliance with LinkedIn Terms on your behalf.

5.3 Risk Acknowledgment

You acknowledge and agree that:

a. Use of the Service may result in actions on your LinkedIn Account (such as sending messages, connection requests, or creating posts) that are visible to other LinkedIn users and attributed to you.

b. LinkedIn may restrict, suspend, or terminate your LinkedIn Account if it determines that your activity violates LinkedIn Terms, regardless of whether the activity was initiated through the Service.

c. LinkMCP has no control over LinkedIn's enforcement decisions and shall not be liable for any restrictions, suspensions, or terminations of your LinkedIn Account.

d. You are solely responsible for reviewing and approving any actions performed by AI assistants through the Service before or after they are executed on your LinkedIn Account.

e. A post that you or your AI assistant schedules through the Service is published on your LinkedIn Account at the scheduled time without further confirmation, unless it is cancelled or moved back to drafts before that time.

5.4 LinkedIn Connection

When you connect your LinkedIn Account, you enter your LinkedIn sign-in details (email and password, or session cookies) on the Service's connection page. The Service uses them

only to establish a LinkedIn session and does not store your password. The session is maintained on your behalf by the LinkedIn connectivity provider named in the Privacy Policy. You may revoke this connection at any time through the Application. You can also end the session in your LinkedIn account settings (for example, by signing out of all sessions or changing your password). Revocation will immediately disable the Service's ability to interact with LinkedIn on your behalf.

5.5 LinkedIn Accounts of Other Persons

If another person connects their LinkedIn account to your Account (for example, a member of your workspace, or a client who uses a connection link that you send), you are responsible for obtaining and keeping that person's authorization for each use of that LinkedIn account through the Service, and Sections **5.2** and **5.3** apply to that use as if it were your own LinkedIn Account. That person may end the connection at any time, for example by signing out of the session or changing the password in their LinkedIn account settings, or by asking you or LinkMCP to disconnect it.

6. ACCEPTABLE USE POLICY

6.1 General Conduct

You agree to use the Service only for lawful purposes and in a manner consistent with these Terms, all applicable laws, and the LinkedIn Terms. You are responsible for all activity conducted through your Account and for the actions of any AI assistant connected via your API Key.

6.2 Prohibited Activities

You shall not, and shall not permit any Authorized User, AI assistant, or third party to:

a. **Spam or Bulk Messaging**. Use the Service to send unsolicited bulk messages, connection requests, or other communications in violation of applicable anti-spam laws (including CAN-SPAM, GDPR, and ePrivacy Directive) or LinkedIn Terms. This includes but is not limited to mass automated outreach, templated spam, and connection request flooding.

b. **Exceed Rate Limits**. Intentionally circumvent or attempt to bypass any rate limits, usage quotas, or technical restrictions imposed by the Service or by LinkedIn.

c. **Scrape Beyond API Scope**. Use the Service to systematically extract, harvest, or scrape LinkedIn data beyond what is returned through the Service's documented API endpoints, or to build databases or datasets of LinkedIn user information for purposes unrelated to your legitimate business use of the Service.

d. **Violate LinkedIn Terms**. Use the Service in any manner that violates LinkedIn Terms, including but not limited to creating fake profiles, impersonating others, or engaging in deceptive practices.

e. **Violate Laws**. Use the Service in any manner that violates any applicable law or regulation, including data-protection, privacy, intellectual-property, export-control, or consumer-protection laws.

f. **Harmful Content**. Use the Service to transmit any viruses, malware, or other harmful code, or to distribute content that is defamatory, harassing, threatening, obscene, or otherwise objectionable.

g. **Unauthorized Access**. Attempt to gain unauthorized access to the Service, other Accounts, or any related systems or networks, or to circumvent any security or authentication measures.

h. **Interference**. Interfere with or disrupt the integrity, performance, or availability of the Service, or the data contained therein.

i. **Reverse Engineering**. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service, except to the extent such restriction is prohibited by applicable law.

j. **Resale**. Resell, sublicense, or provide access to the Service to third parties without LinkMCP's prior written consent, or use the Service to build a competing product or service.

6.3 Enforcement

If LinkMCP determines, in its reasonable discretion, that you are engaging in any prohibited activity, LinkMCP may take one or more of the following actions without prior notice and without liability:

a. issue a warning;

b. temporarily suspend your access to the Service;

c. permanently terminate your Account; or

d. pursue any other remedies available at law or in equity.

Where practicable and where the violation is curable, LinkMCP will provide notice and a reasonable opportunity to cure before suspension or termination. However, LinkMCP reserves the right to act immediately where the violation poses a risk to the security, integrity, or availability of the Service or to third parties.

7. DATA CACHING & PROCESSING

7.1 Caching Model

The Service caches the results of lookups of LinkedIn profile, company, and post data, and of contact data, that it obtains from LinkedIn's public web pages or from third-party data providers. Cached Data is stored with per-request-type TTLs to improve performance and reduce API load. After the applicable TTL expires, the cached entry is treated as stale and is overwritten with fresh data upon the next API request for the same resource. Cached Data is not linked to any single Account: a cached entry can be used to answer the same request from any customer within the TTL. Cached entries are deleted automatically within thirty-one (31) days after they were last fetched.

7.2 No Permanent Storage

LinkMCP does not maintain a permanent, independently queryable database of LinkedIn data retrieved through the Service. Cached Data is transient in nature and is refreshed upon subsequent API requests after TTL expiration.

7.3 Customer Data Handling

LinkMCP processes Customer Data solely to provide and operate the Service. Customer Data handling is governed by the Privacy Policy and, where applicable, the Data Processing Addendum ("**DPA**"), available at https://linkmcp.io/legal. The DPA forms part of these Terms whenever Personal Data (as defined in the DPA) is processed.

7.4 Data Deletion

Upon termination of your Account, LinkMCP will delete your Customer Data in accordance with the Privacy Policy. You may request deletion of your data at any time by contacting info@linkmcp.io.

8. SUBSCRIPTION & BILLING

8.1 Subscription Tiers

The Service is offered under the following monthly subscription tiers (or such other tiers as LinkMCP may offer on the Website or in the Application from time to time):

a. **Starter**.

b. **Pro**.

c. **Max**.

The price of each tier is the price published on the Website or in the Application and shown at checkout at the time of purchase. Specific features, usage limits, and endpoint access for each tier are described on the Website and may be updated from time to time. LinkMCP will

provide at least thirty (30) days' notice of any pricing changes. Price changes will take effect at the start of the next Subscription Period following the notice period.

8.2 Free Trial

LinkMCP offers a seven-(7)-day free trial (the "**Free Trial**") that does not require a credit card. The Free Trial provides access to the Service with the usage and feature limits described on the Website and in the Application (for example, connecting a LinkedIn Account may require a paid tier). At the end of the Free Trial, your access to the Service will be suspended unless you subscribe to a paid tier. LinkMCP reserves the right to modify or discontinue the Free Trial at any time. THE FREE TRIAL IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

8.3 Payment Processing

All payment transactions for the Service are processed by Stripe, our third-party Payment Processor. By subscribing to the Service, you acknowledge that your payment instrument details are collected and processed by Stripe in accordance with Stripe's terms of service and privacy policy. Third Person Systems LLC (d/b/a LinkMCP) is the seller of record for all transactions. LinkMCP is responsible for billing, invoicing, and applicable tax compliance.

8.4 Payment Terms

a. **Monthly Billing**. Subscriptions are billed monthly in advance on the same day each month. All Subscription Fees are quoted in U.S. dollars (USD) unless otherwise indicated at checkout. Subscription Fees do not include applicable taxes (including VAT and sales tax). Where applicable, you are responsible for these taxes. Where LinkMCP charges taxes, they are shown at checkout and on your invoice.

b. **Payment Methods**. You must provide a valid payment method accepted by Stripe. You authorize LinkMCP and its Payment Processor to charge your payment method for all Subscription Fees and applicable taxes on a recurring monthly basis.

c. **Failed Payments**. If a payment fails, LinkMCP or its Payment Processor may attempt to charge your payment method again. If payment is not received within a reasonable period, LinkMCP may suspend or terminate your access to the Service.

8.5 Cancellation

You may cancel your subscription at any time through the Application or by contacting LinkMCP at info@linkmcp.io. Cancellation will take effect at the end of the current Subscription Period. You will retain access to the Service until the end of the current Subscription Period. No partial refunds will be issued for the unused portion of a Subscription Period.

8.6 Refunds

Subscription Fees are generally non-refundable. Refund requests are handled by LinkMCP in accordance with applicable consumer-protection laws. LinkMCP may, in its sole discretion, approve refund requests on a case-by-case basis for exceptional circumstances.

8.7 Tier Changes

You may upgrade or downgrade your subscription tier at any time through the Application. Upgrades take effect immediately and are prorated for the remainder of the current Subscription Period. Downgrades take effect at the start of the next Subscription Period.

8.8 Usage Top-Ups

Where the Application offers it, an administrator of a paid subscription may buy a usage top-up. A top-up is a one-time payment that adds usage to the current Subscription Period only. It does not renew and does not change your subscription tier. It ends with the Subscription Period in which you bought it, and unused top-up usage does not carry over to a later Subscription Period. The price and the amount of usage are shown before you pay. Sections **8.3**, **8.4(a)**, and **8.6** also apply to top-ups.

9. INTELLECTUAL PROPERTY

9.1 LinkMCP Ownership

As between the Parties, LinkMCP owns and retains all right, title, and interest in and to the Service, the Application, the Website, the Documentation, and all related technology, software, algorithms, interfaces, trade secrets, and intellectual property (collectively, the

"**LinkMCP IP**"). Except for the limited rights expressly granted under these Terms, no other rights or interests in LinkMCP IP are granted to Customer.

9.2 Limited License

Subject to your compliance with these Terms and payment of all applicable Subscription Fees, LinkMCP grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Service and Documentation solely for your internal business purposes during the applicable Subscription Period.

9.3 Customer Data Ownership

As between the Parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants LinkMCP a limited, non-exclusive, worldwide, royalty-free license during the Subscription Period to use, process, and transmit Customer Data solely to provide, operate, and maintain the Service.

9.4 Feedback

If you provide suggestions, enhancement requests, recommendations, or other feedback regarding the Service ("**Feedback**"), LinkMCP may freely use, incorporate, and otherwise exploit such Feedback to improve its products and services without obligation or compensation to you. Nothing in this Section transfers any of your pre-existing intellectual-property rights to LinkMCP.

9.5 Trademarks

"LinkMCP" and related logos and marks are trademarks or service marks of Third Person Systems LLC. You shall not use any LinkMCP trademarks without prior written consent. All other trademarks, including "LinkedIn," are the property of their respective owners.

10. CONFIDENTIALITY

10.1 Definition of Confidential Information

"Confidential Information" means all non-public information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") that is designated as confidential or that, given the nature of the information or circumstances of disclosure, reasonably should be understood to be confidential. LinkMCP's Confidential Information includes the Service's technology, source code, and Documentation. Customer's Confidential Information includes Customer Data. Confidential Information does not include information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure without breach of any confidentiality obligation; (c) is received from a third party without breach of any confidentiality obligation; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

10.2 Protection

The Receiving Party shall: (a) use the Disclosing Party's Confidential Information only for the purposes of performing its obligations or exercising its rights under these Terms; and (b) not disclose such Confidential Information to any third party except to its employees, contractors, or professional advisors who have a legitimate need to know and are bound by written obligations of confidentiality at least as restrictive as those in these Terms. Each Party shall use at least reasonable care to protect Confidential Information from unauthorized access or disclosure.

10.3 Compelled Disclosure

If the Receiving Party is compelled by law, court order, or other governmental authority to disclose Confidential Information, it shall provide the Disclosing Party with prompt written notice (to the extent legally permitted) and reasonable cooperation so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall only disclose the minimum amount of Confidential Information legally required.

11. WARRANTIES & DISCLAIMERS

11.1 Mutual Representations

Each Party represents and warrants that: (a) it has the legal power and authority to enter into these Terms; (b) it will comply with all laws and regulations applicable to its performance under these Terms; and (c) the execution and performance of these Terms will not conflict with or breach any other agreement to which it is a party.

11.2 Service Warranty

LinkMCP warrants that, during the Subscription Period, the Service will materially conform to the applicable Documentation under normal use and circumstances. In the event of any material non-conformity, LinkMCP shall use commercially reasonable efforts to correct such non-conformity. This remedy is your sole and exclusive remedy and LinkMCP's sole obligation for any breach of the foregoing warranty.

11.3 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, LINKMCP DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY OF DATA. LINKMCP DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT ALL ERRORS WILL BE CORRECTED, OR THAT THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS OR EXPECTATIONS.

11.4 Third-Party Platforms

THE SERVICE DEPENDS ON AND INTERACTS WITH LINKEDIN'S APIS AND OTHER THIRD-PARTY SERVICES. LINKMCP MAKES NO WARRANTIES AND SHALL HAVE NO LIABILITY WITH RESPECT TO LINKEDIN OR ANY OTHER THIRD-PARTY PLATFORM, INCLUDING THEIR AVAILABILITY, PERFORMANCE, DATA ACCURACY, OR CONTINUED OPERATION. LINKEDIN MAY CHANGE, RESTRICT, OR DISCONTINUE ITS

APIS AT ANY TIME, AND LINKMCP SHALL NOT BE LIABLE FOR ANY RESULTING IMPACT ON THE SERVICE. YOUR USE OF LINKEDIN THROUGH THE SERVICE IS SUBJECT TO LINKEDIN'S OWN TERMS OF SERVICE.

11.5 AI Assistant Disclaimer

THE SERVICE PROVIDES TOOLS FOR AI ASSISTANTS TO INTERACT WITH LINKEDIN ON YOUR BEHALF. LINKMCP DOES NOT CONTROL THE BEHAVIOR, OUTPUTS, OR DECISIONS OF YOUR AI ASSISTANT. YOU ARE SOLELY RESPONSIBLE FOR REVIEWING, APPROVING, AND MONITORING ALL ACTIONS PERFORMED BY AI ASSISTANTS THROUGH THE SERVICE. LINKMCP SHALL NOT BE LIABLE FOR ANY CONSEQUENCES ARISING FROM AI ASSISTANT BEHAVIOR, INCLUDING BUT NOT LIMITED TO MESSAGES SENT, CONNECTIONS MADE, POSTS CREATED, OR DATA RETRIEVED.

12. LIMITATION OF LIABILITY

12.1 Exclusion of Certain Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL LINKMCP, ITS AFFILIATES, MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, NOR FOR ANY LOSS OF PROFITS, REVENUES, GOODWILL, BUSINESS OPPORTUNITIES, DATA, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OR THE SERVICE, EVEN IF LINKMCP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Liability Cap

TO THE FULLEST EXTENT PERMITTED BY LAW, LINKMCP'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER TO LINKMCP IN THE TWELVE (12) MONTHS PRECEDING THE

EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS (USD $100), WHICHEVER IS GREATER.

12.3 LinkedIn Account Liability

WITHOUT LIMITING THE FOREGOING, LINKMCP SHALL HAVE NO LIABILITY FOR ANY RESTRICTION, SUSPENSION, TERMINATION, OR OTHER ACTION TAKEN BY LINKEDIN AGAINST YOUR LINKEDIN ACCOUNT, REGARDLESS OF WHETHER SUCH ACTION RESULTS FROM YOUR USE OF THE SERVICE.

12.4 Essential Purpose

THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND REFLECT A FAIR ALLOCATION OF RISK. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY LIMITED REMEDY SET FORTH IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE.

13. INDEMNIFICATION

13.1 Customer Indemnity

You agree to indemnify, defend, and hold harmless LinkMCP and its affiliates, members, managers, employees, and agents (collectively, the "**LinkMCP Indemnitees**") from and against any third-party claims, demands, suits, or proceedings (collectively, "**Claims**") and all related damages, losses, liabilities, and expenses (including reasonable attorneys' fees) ("**Losses**") arising out of or related to:

a. your use or misuse of the Service;

b. your violation of these Terms, including the Acceptable Use Policy;

c. your violation of LinkedIn Terms or any applicable law or regulation;

d. any claim by LinkedIn or any third party arising from actions performed through the Service using your LinkedIn Account; or

e. your infringement or misappropriation of any third-party rights (including intellectual-property or privacy rights).

13.2 Indemnification Procedure

LinkMCP will: (a) promptly notify you of any Claim (provided that failure to provide prompt notice shall only relieve you of your indemnification obligations to the extent you are materially prejudiced by such failure); (b) grant you reasonable control of the defense and settlement of the Claim, provided that any settlement that imposes obligations on LinkMCP shall be subject to LinkMCP's prior written approval (not to be unreasonably withheld); and (c) provide you with reasonable assistance at your expense.

14. TERM & TERMINATION

14.1 Term

These Terms commence on the date you first access the Service or create an Account and continue until your Account is terminated or your subscription expires, whichever is later.

14.2 Termination by Customer

You may terminate these Terms at any time by cancelling your subscription through the Application and asking LinkMCP to delete your Account by email to info@linkmcp.io. Cancellation takes effect at the end of the current Subscription Period.

14.3 Termination by LinkMCP

LinkMCP may suspend or terminate your Account and access to the Service, with or without notice:

a. if you breach any provision of these Terms and fail to cure such breach within fourteen (14) days after receiving written notice thereof (where the breach is curable);

b. immediately, if you engage in any activity that violates the Acceptable Use Policy and poses a risk to the security, integrity, or availability of the Service or to third parties;

c. immediately, if required by law or by a valid legal process;

d. immediately, if you fail to pay Subscription Fees and such failure continues for more than fourteen (14) days after notice of non-payment; or

e. if you become insolvent, file for bankruptcy, or make a general assignment for the benefit of creditors.

14.4 Effect of Termination

Upon any termination or expiration of these Terms:

a. all rights and licenses granted to you under these Terms shall immediately terminate, and you shall cease all use of the Service;

b. LinkMCP will disable your access to the Service and revoke your API Key;

c. LinkMCP will delete your Customer Data in accordance with Section **7.4** and the Privacy Policy;

d. any accrued rights or obligations of the Parties (including payment obligations for the period prior to termination) shall survive; and

e. no refunds will be issued for any unused portion of the Subscription Period, except where termination is due to LinkMCP's uncured material breach, in which case LinkMCP will provide a pro-rata refund of prepaid Subscription Fees for the unused portion of the Subscription Period.

14.5 Survival

Sections **1** (Definitions), **5.2** (LinkedIn Terms Compliance), **5.3** (Risk Acknowledgment), **9** (Intellectual Property), **10** (Confidentiality), **11.3** through **11.5** (Disclaimers), **12** (Limitation of Liability), **13** (Indemnification), **14.4** (Effect of Termination), **14.5** (Survival), and **15** (General Provisions), together with any other provision that by its nature should survive, shall survive the expiration or termination of these Terms.

15. GENERAL PROVISIONS

15.1 Governing Law

These Terms and any dispute arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict-of-laws principles.

15.2 Jurisdiction & Venue

Any legal suit, action, or proceeding arising out of or related to these Terms shall be instituted exclusively in the state or federal courts located in the State of Wyoming. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15.3 Entire Agreement

These Terms, together with the Privacy Policy, the DPA, and any other documents incorporated by reference, constitute the entire agreement between you and LinkMCP regarding the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

15.4 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder without LinkMCP's prior written consent. LinkMCP may assign these Terms in their entirety without your consent (a) to an affiliate that controls, is controlled by, or is under common control with LinkMCP, or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section shall be void.

15.5 Severability

If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it

enforceable, or if modification is not possible, severed, and the remaining provisions shall remain in full force and effect.

15.6 Waiver

No failure or delay by LinkMCP in exercising any right or remedy under these Terms shall operate as a waiver of that right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise of that right or any other right or remedy.

15.7 Force Majeure

Neither Party shall be liable for any delay or failure to perform due to circumstances beyond its reasonable control, including acts of God, natural disasters, epidemics, pandemics, strikes, governmental regulations, war, terrorism, civil unrest, or failures of third-party infrastructure (including LinkedIn), provided that such Party promptly notifies the other Party and uses commercially reasonable efforts to resume performance.

15.8 Notices

All notices required or permitted under these Terms shall be in writing. Notices to LinkMCP shall be sent to info@linkmcp.io. Notices to you will be sent to the email address associated with your Account. Notices are deemed given when sent by email, provided that notices of termination or legal proceedings shall be deemed given one (1) business day after being sent.

15.9 Independent Contractors

The Parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

15.10 Electronic Acceptance

These Terms may be accepted by electronic means, including creating an Account, clicking an acceptance button, or using the Service. Each Party agrees that electronic acceptance is valid and binding.

15.11 Headings

Section headings are for convenience only and shall not affect the interpretation of these Terms.

16. CONTACT US

If you have questions about these Terms, please contact:

Third Person Systems LLC (d/b/a LinkMCP)

Email: info@linkmcp.io

Website: https://linkmcp.io