

1. Cookie Policy

Introduction: This Cookie Policy explains how we use cookies and similar technologies on Lynkd to enhance your experience and to provide personalized features. By using our platform, you consent to the use of cookies as described in this policy.

What are Cookies? Cookies are small text files stored on your device that help us remember information about you, like your preferences or login details, to make your experience better. They can be either session cookies (temporary) or persistent cookies (stored on your device for a period of time).

How We Use Cookies:

- **Authentication:** We use cookies to remember your login status so that you don't have to sign in repeatedly.
- **Preferences:** Cookies help us store your preferences (like language or display settings) and offer a personalized experience.
- **Analytics:** We use cookies to analyze how users interact with the platform, so we can improve the website's functionality and usability.
- **Advertising:** Some cookies help us deliver targeted ads based on your browsing history and activity.

Types of Cookies We Use:

1. **Essential Cookies:** These are necessary for the operation of the platform. They enable core functions such as security, network management, and accessibility.
2. **Performance Cookies:** These collect information about how users interact with the platform, such as which pages are visited most often. This helps us optimize performance.
3. **Functionality Cookies:** These allow us to remember your choices, such as language or region, to provide a more personalized experience.
4. **Targeting/Advertising Cookies:** These cookies track your browsing habits to deliver relevant ads and measure the effectiveness of marketing campaigns.

How to Control Cookies: You can manage or disable cookies through your browser settings. Please note that disabling cookies may affect the functionality of the platform and your overall experience. Here's how you can control cookies on popular browsers:

- **Google Chrome:** Go to "Settings" > "Privacy and Security" > "Cookies and other site data."
- **Mozilla Firefox:** Go to "Options" > "Privacy & Security" > "Cookies and Site Data."
- **Safari:** Go to "Preferences" > "Privacy" > "Cookies and Website Data."

Third-Party Cookies: We may allow third-party service providers (such as Google Analytics or advertising partners) to set cookies to collect information about your activity on our platform. These third parties have their own privacy policies, which we recommend you review.

Updates to This Cookie Policy: We may update this Cookie Policy from time to time. Any changes will be posted on this page with an updated date at the top of the policy.

Contact Us: If you have any questions or concerns about our use of cookies, please contact us at [support@lynkd.com].

2. Disclaimer

Introduction: The information provided on Lynkd is for general informational purposes only. While we strive to keep the content accurate and up-to-date, we make no representations or warranties about the completeness, reliability, or accuracy of the information provided.

No Liability for User-Generated Content: Lynkd allows users to create, share, and engage with content. However, we do not assume responsibility for the accuracy, legality, or appropriateness of any user-generated content. All opinions, advice, statements, offers, or other information expressed or made available by third parties, including but not limited to users, are those of the respective author(s) and not of Lynkd.

External Links: Lynkd may contain links to external websites that are not operated or controlled by us. We are not responsible for the content or practices of these third-party sites. We recommend that you review their terms and privacy policies before engaging with them.

No Guarantee of Product Availability or Accuracy: We do our best to ensure that product listings, availability, and descriptions on the platform are accurate. However, we do not guarantee that any product will be available, or that the information provided will be free from errors or omissions.

Indemnification: By using the platform, you agree to indemnify and hold Lynkd harmless from any claim, damage, loss, or liability arising from your use of the platform, including but not limited to any user-generated content that you post or share.

Refund and Return Policy

Introduction: At Lynkd, we strive to ensure that you have a smooth and enjoyable shopping experience. This Refund and Return Policy outlines the conditions under which returns and refunds can be processed, and how returns can be handled directly through the app.

Returns: Returns are only accepted if the vendor's Terms of Sale explicitly allow it. Each product listing on Lynkd will indicate whether the product is eligible for return. If the vendor allows returns, you may initiate the return process directly from the platform.

How to Initiate a Return:

1. **Check Vendor's Return Policy:** Before initiating a return, review the product's return eligibility, which will be listed on the product page.
2. **Initiate Return via App:** If the product is eligible for return, you can initiate the return process directly through the Lynkd app. Simply go to your order history, select the item you wish to return, and follow the prompts to start the return.
3. **Return Process:** After initiating a return, the vendor will review the return request based on their policies. If the return is approved, you will be informed via the app, and the return will be processed according to the vendor's instructions.

Refunds: Refunds will be issued to your original payment method after the returned item is received and approved by the vendor. Please note that it may take up to 5-10 business days for the refund to appear in your account, depending on the payment method used.

Non-Refundable Items: Some items may not be eligible for return or refund, as specified by the vendor. These include:

- Final sale items (marked as "non-returnable" or "final sale" on the product page)
- Digital products or services that have been fully accessed or used
- Personalized or custom-made products

Return Shipping: If the product is eligible for return, return shipping will typically be at the buyer's expense unless the item is defective, damaged, or incorrect. The return shipping cost will be displayed in the app when you initiate the return process.

Exchanges: Lynkd does not process direct exchanges. If you would like a different product, you should return the original item and place a new order.

Damaged or Defective Items: If you receive a damaged or defective item, please report it immediately via the app. You may be eligible for a full refund or replacement, subject to the vendor's terms.

Vendor Responsibility: Please note that the vendor is responsible for managing returns and refunds in accordance with their own policies. Lynkd only facilitates the return process through the app but does not handle the product directly. If there are any disputes regarding returns or refunds, please contact the vendor directly.

4. Shipping and Delivery Policy (Updated with "Return Process via App" language)

Introduction: This Shipping and Delivery Policy outlines the shipping methods, timelines, and fees associated with orders made on Lynkd, including instructions on returns and exchanges via the app.

Shipping Methods: We offer the following shipping methods:

- **Standard Shipping:** Estimated delivery time of **5-7 business days**.
- **Expedited Shipping:** Estimated delivery time of **2-3 business days**.

Shipping Fees: Shipping costs depend on the delivery method selected and the weight of the items. The total shipping cost will be displayed at checkout.

International Shipping: We currently offer international shipping to select countries. International orders may be subject to customs duties and taxes, which are the responsibility of the customer.

Order Processing: Orders are processed within **2 business days**. Please note that we do not process orders on weekends or holidays. Orders placed after **3 PM IST** will be processed the following business day.

Delivery Timeframe: Delivery times vary depending on the destination. Estimated delivery times will be provided at checkout. Delays may occur due to weather, customs processing, or other unforeseen circumstances.

Tracking Orders: Once your order is shipped, you will receive a tracking number via email to monitor the status of your delivery.

Lost or Damaged Items: If your item is lost or damaged in transit, please contact us at [support@lynkd.com] within **7 days** of receiving your order. We will investigate the issue and, if necessary, offer a refund or replacement.

5. Acceptable Use Policy (AUP)

Introduction: This Acceptable Use Policy (AUP) outlines the permitted and prohibited activities on the Lynkd platform. All users are expected to adhere to this policy to maintain a positive, safe, and respectful environment.

Prohibited Activities:

- **Harassment or Abuse:** Users must not engage in harassment, hate speech, or bullying towards others.
- **Inappropriate Content:** Users must refrain from posting illegal, obscene, or offensive content.
- **Spam:** Spamming, phishing, and distributing malware are strictly prohibited.
- **Impersonation:** Users must not impersonate other individuals or entities without authorization.
- **Violating Intellectual Property Rights:** Users must not upload content that violates copyright, trademark, or other intellectual property rights.

Enforcement: Lynkd reserves the right to suspend or terminate the accounts of users who violate this Acceptable Use Policy. Depending on the severity of the violation, we may also take legal action.

Reporting Violations: If you encounter any violations of this AUP, please report them to us at [support@lynkd.com]. We take all reports seriously and will investigate promptly.

6. Copyright and Intellectual Property Policy

Introduction: Lynkd respects the intellectual property rights of others and expects our users to do the same. This policy outlines the steps to follow if you believe your copyrighted work has been infringed on the platform.

Copyright Infringement: Lynkd provides a platform for users to share content, but we are committed to ensuring that the platform does not facilitate the infringement of intellectual property rights. If you believe that your copyright has been infringed, please submit a **Digital Millennium Copyright Act (DMCA)** takedown notice or a similar request to us.

Submitting a DMCA Takedown Notice: To report a copyright infringement, you must submit a DMCA takedown notice containing the following information:

- A physical or electronic signature of the person authorized to act on behalf of the copyright owner.
- A description of the copyrighted work you believe has been infringed.
- A description of the location of the allegedly infringing content on the Lynkd platform (e.g., the URL).
- Your contact information, including an email address and phone number.
- A statement that you have a good faith belief that the use of the material is not authorized by the copyright owner.
- A statement that the information in your notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Intellectual Property Protection: Lynkd will remove or disable access to content that we believe violates intellectual property rights. If we receive multiple infringement notices regarding the same user or account, we may suspend or terminate that account in accordance with our **Acceptable Use Policy**.

User License: By uploading content to Lynkd, you grant Lynkd a non-exclusive, royalty-free license to use, display, and distribute your content on the platform. You retain ownership of your intellectual property rights, but you give Lynkd the right to use your content as described in the platform's functionality (e.g., for viewing, sharing, and engaging).

Counter-Notification: If you believe that your content was removed in error, you may submit a counter-notification, providing your details and a statement under penalty of perjury that you believe the material was wrongly taken down. Upon receiving a valid counter-notification, Lynkd will reinstate the content unless the copyright owner pursues legal action.

7. Vendor Terms of Sale (for eCommerce Vendors)

Introduction: This document governs the terms under which vendors sell products on the Lynkd platform. By listing products, vendors agree to these terms, which include product quality, pricing, returns, and fulfillment responsibilities.

Product Listings:

- Vendors must accurately describe the products they are selling, including details such as size, color, and condition.
- Product images must represent the item being sold and not be misleading.

Pricing:

- Vendors are responsible for setting the price of their products. Prices must be clearly stated, and any applicable taxes or shipping fees must be included.
- Lynkd reserves the right to charge a commission on sales as agreed upon with each vendor.

Shipping and Delivery:

- Vendors must fulfill orders promptly, in accordance with the shipping method chosen by the customer.
- Vendors must ensure that products are shipped in a timely manner and in compliance with the **Shipping and Delivery Policy**.

Returns:

- Vendors must clearly state their return policy on their product page.
- Returns can only be processed if the vendor allows returns in their Terms of Sale, and customers must follow the return process via the app.

Dispute Resolution:

- Any disputes between vendors and customers should first be attempted to be resolved through communication on the platform. If a resolution cannot be reached, vendors and customers may seek assistance from Lynkd's support team or pursue legal action if necessary.

8. Affiliate Program Terms & Conditions (For Creators)

Introduction: These terms govern the relationship between **creators** and **brands** participating in the affiliate program on Lynkd. By participating, creators agree to these terms.

Commission Structure:

- Creators will receive a commission on any sales made through affiliate links they promote.

- The commission rate will be determined by the brand and communicated to the creator before any promotional content is shared.

Eligibility:

- Creators must meet the platform's eligibility requirements (e.g., a certain number of followers or engagement).
- Brands may approve or reject affiliate requests at their discretion.

Payment:

- Commissions are paid monthly, based on the sales generated by the creator's affiliate links.
- Payments will be made through platforms like **Stripe** for international payments and **Razorpay/PhonePe** for local payments.

9. Brand and Creator Partnership Agreement

Introduction: This Brand and Creator Partnership Agreement (“Agreement”) governs the relationship between the **brand** and the **creator** on the Lynkd platform. By entering into this agreement, both parties agree to the terms and conditions outlined below.

9.1. Overview of Partnership: This Agreement establishes the terms under which the **creator** will promote or endorse products on behalf of the **brand** using the Lynkd platform. The creator agrees to create content (e.g., audio, video, text, images) to promote the brand’s products, services, or events.

9.2. Commission and Payment:

- **Commission Rate:** The creator will earn a commission for each sale made through their affiliate link or promotion. The specific rate will be outlined in the partnership agreement between the brand and creator.
- **Payment Terms:** Payments will be made on a **monthly** basis to the creator’s registered payment method (via **Stripe**, **Razorpay**, or **PhonePe** for local payments).

9.3. Content Guidelines:

- The creator agrees to produce content that accurately represents the brand’s products and adheres to the **Lynkd Community Guidelines** and the brand's content standards.
- All content produced by the creator must be **clearly labeled as sponsored or affiliate content**.

- The creator must comply with all applicable advertising and marketing laws, including the **FTC Guidelines** on affiliate marketing.

9.4. Content Approval and Modifications:

- The brand reserves the right to review and approve content before it is posted or shared.
- The creator agrees to make reasonable revisions if requested by the brand to align with the brand's messaging and campaign goals.

9.5. Termination: Either party may terminate the partnership with **30 days' notice**. In the event of termination, all outstanding commissions due to the creator will be paid within **30 days** after termination.

9.6. Confidentiality: Both parties agree to keep all confidential information shared during the partnership, including pricing, sales data, and marketing strategies, confidential for the duration of the agreement and for a period of **2 years** after the termination.

9.7. Liability: Both parties agree to hold harmless and indemnify the other from any liability arising out of the other's breach of this agreement or failure to comply with applicable laws and regulations.

9.8. Governing Law: This Agreement will be governed by the laws of the **jurisdiction** (e.g., India, USA) where the brand is located.

10. User Consent Agreement (Data Collection)

Introduction: This **User Consent Agreement** outlines how Lynkd collects, processes, and uses your personal data when you use the platform. By using Lynkd, you consent to the terms outlined below.

10.1. Consent to Data Collection: By creating an account and using Lynkd, you agree that Lynkd may collect the following types of data:

- **Personal Information:** Name, email address, phone number, and other identifiable details.
- **Usage Data:** Information regarding your interactions with the platform, such as views, likes, shares, and comments.
- **Location Data:** If enabled, your geolocation to provide localized content and services.

- **Payment Information:** If making purchases, your payment method details (handled securely by **Stripe**, **Razorpay**, or **PhonePe**).

10.2. Purpose of Data Collection: The data collected will be used for the following purposes:

- To personalize your experience on Lynkd.
- To process your purchases and payments.
- To communicate with you regarding platform updates, promotions, or customer service.
- To improve platform functionality and user experience.

10.3. Data Sharing: We may share your data with trusted third-party services for the purposes outlined in our **Privacy Policy**, such as payment processors, analytics, and marketing partners.

10.4. Opting Out: You may opt-out of marketing communications and adjust your data collection preferences in the settings section of your account. You may also request to delete your account and all associated data.

10.5. Data Security: Your data is stored securely and is protected from unauthorized access. We use **SSL encryption** for data transactions and adhere to the highest standards of data protection.

10.6. Withdrawal of Consent: You can withdraw your consent to data collection at any time. However, withdrawing consent may affect your ability to use certain features of the platform.

11. Security Policy

Introduction: The **Security Policy** outlines the measures Lynkd takes to protect user data and ensure the safety and security of the platform. We are committed to safeguarding the privacy and security of all users.

11.1. Data Protection Measures:

- **Encryption:** All sensitive data, such as payment information and personal details, are encrypted using **SSL/TLS encryption**.
- **Access Controls:** Only authorized personnel can access sensitive user data. We use role-based access controls to limit data access based on necessity.

- **Regular Audits:** We perform regular security audits and vulnerability assessments to identify and address potential risks.

11.2. User Responsibilities:

- **Account Security:** Users must maintain the confidentiality of their account credentials and promptly report any suspicious activity to Lynkd support.
- **Two-Factor Authentication (2FA):** We recommend that users enable 2FA to add an additional layer of security to their account.

11.3. Data Breach Response: In the event of a data breach, we will notify affected users within **72 hours** of discovering the breach and provide guidance on mitigating risks.

12. Sustainability and Ethical Sourcing Policy

Introduction: Lynkd is committed to promoting sustainability and supporting ethical sourcing practices on the platform. This policy outlines the principles that guide our product offerings, partnerships, and the conduct of brands selling on Lynkd.

12.1. Ethical Sourcing:

- All vendors and brands selling on Lynkd must source their products from suppliers who adhere to fair labor practices, including fair wages, safe working conditions, and respect for workers' rights.
- Vendors must ensure that their products do not involve exploitative practices such as child labor, forced labor, or unsafe environmental practices.

12.2. Environmental Sustainability:

- We encourage brands to adopt eco-friendly and sustainable practices in their production and supply chains, including the use of recyclable or biodegradable materials.
- We support vendors who minimize waste, reduce carbon emissions, and engage in responsible resource management.

12.3. Product Transparency:

- Brands are required to provide clear, accurate information about the environmental and ethical impact of their products, including materials, production methods, and certifications (e.g., Fair Trade, Organic, Carbon Neutral).

12.4. Encouraging Responsible Consumption:

- Lynkd promotes sustainable consumption by offering products that align with these values and by educating users about the importance of ethical purchasing decisions.
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13. Conflict Resolution and Dispute Resolution Policy

Introduction: This **Conflict Resolution and Dispute Resolution Policy** establishes the procedures for resolving any disputes or conflicts that may arise between users, vendors, and creators on the Lynkd platform.

13.1. Informal Resolution: We encourage all parties to attempt to resolve disputes amicably through direct communication. If you have an issue with another user, creator, or vendor, we recommend reaching out via private messages to resolve the situation.

13.2. Formal Dispute Process: If a dispute cannot be resolved informally, users can contact Lynkd's support team to mediate the issue. The platform will facilitate communication between parties and attempt to reach a fair resolution.

13.3. Arbitration: If the dispute is still unresolved after mediation, it may be escalated to **binding arbitration** under the jurisdiction of the agreed-upon legal forum, as specified in the **Terms of Use**.

13.4. Legal Action: If the dispute cannot be resolved through the above methods, the affected party may take legal action in the appropriate court of law.

14. Affiliate Program Terms & Conditions

Introduction: This document sets forth the terms and conditions for creators, influencers, and partners participating in the Lynkd Affiliate Program. By joining the program, you agree to the following terms.

14.1. Eligibility: To participate in the affiliate program, you must:

- Be an active user or creator on Lynkd with a minimum of **10000 followers** or a **certain engagement rate**.
- Adhere to Lynkd's **Community Guidelines** and **Acceptable Use Policy**.
- Sign up through the Affiliate Program portal on Lynkd.

14.2. Commission Structure:

- Creators will earn a **percentage** of sales generated through affiliate links shared on their content.
- Commission rates may vary based on the brand or product being promoted and will be disclosed in each affiliate agreement.

14.3. Payment Terms:

- Creators will be paid on a **monthly** basis via **Stripe** or **Razorpay**.
- Commissions will be paid after the buyer's return period has passed (to ensure no returns/chargebacks).

14.4. Content Guidelines:

- Affiliate content must be marked as “**sponsored**” or “**affiliate link**” to maintain transparency.
 - Content must align with Lynkd’s **Community Guidelines** and the brand's marketing standards.
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15. Legal Notices and Contact Information

Introduction: This section provides legal notices and how users can contact Lynkd for support, complaints, or general inquiries.

15.1. Contact Information:

- **Email Support:** [support@lynkd.com]
- **Customer Service Phone:** [Phone Number]
- **Business Address:** [Business Address, City, Country]

15.2. Legal Notices:

- All legal notices should be sent to Lynkd’s **Legal Department** at **Legal@lynkd.app**.
 - Any disputes, claims, or legal actions related to Lynkd will be governed by the laws of [Jurisdiction].
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16. Third-Party Service Terms

Introduction: Lynkd may use third-party services, such as payment processors, analytics tools, and marketing platforms. This section outlines the terms under which these services are used on the platform.

16.1. Third-Party Providers:

- **Payment Processors:** Lynkd uses **Stripe**, **Razorpay**, and **PhonePe** for handling international and local payments.
- **Analytics Providers:** We use third-party services like **Google Analytics** to analyze user behavior and improve platform performance.

16.2. Third-Party Policies:

- Users agree to comply with the terms and policies of any third-party services they use through Lynkd, such as payment processing terms and privacy policies.

16.3. Limitations of Liability:

- Lynkd is not responsible for any issues that arise from the use of third-party services, including payment failures, data breaches, or service interruptions.