

LYNKD Terms of Use

Last Updated: 9th January 2025

1. Introduction

Welcome to LYNKD! These Terms of Use (“Terms”) govern your access to and use of the LYNKD platform, including our website, mobile applications, and all related services (collectively referred to as the "Platform"). By using the Platform, you agree to comply with these Terms and our Privacy Policy. If you do not agree with these Terms, you may not use the Platform.

LYNKD is a social media and eCommerce platform that allows users to create, consume, and connect with content (audio, video, text) while also enabling product discovery, buying, and selling.

2. Eligibility

LYNKD is intended for individuals who are at least 12 years old. By using the Platform, you represent and warrant that:

- You are at least 12 years old or have parental consent if you are between 12 and 18 years old.
- If you are under the age of 12, you are prohibited from using the Platform.

You must also have the legal capacity to enter into a binding agreement. If you are using LYNKD on behalf of a business or other entity, you represent that you have the authority to bind the entity to these Terms.

3. Account Registration

To access certain features of the Platform, you must create an account. This includes creating a personal account for users or a creator account for influencers, content creators, or businesses.

Sign-Up Process

You can sign up for an account using the following methods:

- **Social Media Integration:** You can sign up using your Instagram, Google, or X.com (formerly Twitter) accounts. Linking these accounts allows you to easily share your posts across platforms.
- **Email Signup:** Alternatively, you may sign up using your email address and create a password.

By signing up, you agree to provide accurate, current, and complete information and maintain the confidentiality of your account credentials. You are solely responsible for all activities that occur under your account, whether or not authorized by you.

If you suspect that your account has been compromised, please immediately notify us at [support@LYNKD.com].

Profile Information

- **Creator Profiles:** Content creators can create and manage a public-facing profile, including personal or business information, photos, and video content.
- **User Profiles:** General users can also maintain a profile, follow creators, interact with content, and engage in product transactions.

Linking Social Media Accounts

By linking social media accounts such as Instagram, Google, and X.com, you grant LYNKD permission to:

- **Post Content:** Automatically share content you create on LYNKD to your linked social media profiles.
- **Import Content:** Import and display content from your linked social media accounts onto your LYNKD profile.

You can unlink your social media accounts at any time through the account settings page.

4. Use of the Platform

LYNKD is a platform that enables users to create, share, and interact with audio, video, and text content, as well as engage in buying and selling products. By using the Platform, you agree to the following terms and conditions:

End User License Agreement (EULA)

- By registering on LYNKD, you confirm that you have read, understood, and agree to this End User License Agreement (EULA).
- **LYNKD has zero tolerance for objectionable content, including content or behavior that is abusive, harmful, or inappropriate.**

By accepting the EULA, the user is **not allowed** to:

1. **Post or Share Objectionable Content:** Content that promotes violence, hate speech, explicit material, illegal activities, malware, or intellectual property violations.
2. **Engage in Abusive Behavior:** Harassment, threats, bullying, or targeted attacks on individuals or groups.
3. **Impersonate Others:** Pretend to be another person, entity, or create a false identity.
4. **Violate Intellectual Property Rights:** Post content or products that infringe on the copyrights, trademarks, or other intellectual property rights of others.
5. **Engage in Fraudulent Activities:** Including but not limited to, listing counterfeit products, engaging in phishing scams, or providing false information to the Platform or users.
6. **Harass or Target Users:** Engage in repeated or aggressive behavior intended to harm, stalk, or threaten other users.

Content Creation & Sharing

1. **User-Generated Content:**
 - You may create and share original content, such as images, videos, audio, and written posts.
 - By posting, you retain ownership of your content but grant LYNKD a non-exclusive, worldwide, sublicensable, royalty-free license to use, display, distribute, modify, and promote your content solely on the Platform, consistent with your settings and permissions.
2. **Prohibited Content:** You agree not to post or share content that includes:
 - **Objectionable Material:** Violence, hate speech, explicit or pornographic material, illegal activities, malware, or intellectual property violations.
 - **Abusive Behavior:** Harassment, threats, bullying, or targeted attacks on individuals or groups.
 - **As per the EULA and our terms, we do not accept any tolerance for objectionable content or abusive users.**

Content Moderation & Reporting

1. **Filtering Objectionable Content:**

- LYNKD utilizes content moderation systems to filter objectionable content automatically and through manual review.

2. Flagging Mechanism:

- Users can flag content they believe violates these terms by using the "Report" button attached to each post or user profile.
- All flagged content will be reviewed within 24 hours of the report submission.

3. Developer Actions:

- Upon receiving a valid report, LYNKD will investigate and take appropriate action within 24 hours. Actions may include:
 - Removing the objectionable content.
 - Temporarily or permanently suspending the offending account.
 - Notifying the user who filed the report of the action taken.

Account Suspension & Termination

- LYNKD reserves the right to suspend or terminate any account involved in creating or promoting objectionable content.
- Any violations of these terms will lead to an investigation and, if necessary, immediate action to safeguard the community.

Your Responsibilities

By using LYNKD, you agree to:

1. Post content you have the rights to share, without infringing on others' intellectual property.
2. Interact respectfully with other users and refrain from any objectionable or abusive behavior.

Product Listings

If you are a seller, you are responsible for ensuring that your product listings comply with all applicable laws, including intellectual property laws, safety standards, and consumer protection regulations. You must not list counterfeit products, illegal items, or anything prohibited by law.

- **Product Accuracy:** All product listings must include accurate descriptions, pricing, availability, and shipping terms.
- **Product Reviews:** Users can leave feedback and reviews for products. Reviews must be honest and based on genuine experience. False or misleading reviews are prohibited.

5. Fees and Payments

- **Transaction Fees:** LYNKD may charge fees for certain services such as listing products or accessing premium features. These fees will be disclosed to you at the time of the transaction.
- **Payment Processing:** All transactions will be processed through LYNKD's designated payment gateways (e.g., Razorpay, PayPal, Stripe). You are responsible for providing accurate billing information.
- **Taxes:** Buyers are responsible for paying any applicable taxes, such as sales tax, VAT, or import duties.

6. Privacy and Data Collection

By using LYNKD, you agree to the collection, use, and processing of your personal data as outlined in our Privacy Policy. This includes data provided during account creation, social media integrations, and transactions.

7. Termination

You or LYNKD may terminate your account at any time. If you violate these Terms, LYNKD reserves the right to suspend or terminate your access to the Platform.

Termination by You

You may deactivate your account at any time by contacting us at [support@LYNKD.com].

Termination by Us

If we terminate your account for violation of these Terms, you will not be entitled to any refunds for any paid services, and we may also remove any content that you posted.

8. Disclaimers and Limitation of Liability

- **No Warranty:** LYNKD is provided "as is" and without any warranties. We do not guarantee the accuracy, reliability, or availability of the Platform.

- **Limitation of Liability:** To the fullest extent permitted by law, LYNKD is not liable for any indirect, incidental, or consequential damages arising from your use of the Platform.

9. Dispute Resolution

- **Arbitration:** Disputes arising out of or related to these Terms will be resolved through binding arbitration in accordance with the rules of [Insert Arbitration Organization].
- **Venue:** Any legal proceedings will be conducted in the jurisdiction of [Insert Jurisdiction].

10. Modifications

We may revise these Terms from time to time. All changes will be posted here, and the new Terms will take effect as soon as they are posted.