

Terms and Conditions for Don't Secure Me

Last Updated: November 22, 2024

Welcome to **Don't Secure Me** ("we," "our," "us"). These Terms and Conditions ("Terms") govern your access to and use of our mobile application ("App") and website located at <https://dont-secure.me> ("Service"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Service.

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1. Acceptance of Terms

By creating an account and using the Service, you ("User," "you," or "your") agree to comply with and be bound by these Terms and our [Privacy Policy](#). If you do not agree to these Terms, you must not use the Service.

2. Modification of Terms

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting the revised Terms on our website or within the App. Your continued use of the Service after such changes constitutes your acceptance of the new Terms. It is your responsibility to review the Terms regularly.

3. Description of Service

Don't Secure Me is an experimental social media network that allows users to:

- **Create Posts:** Share text, images, videos, and other media.
- **Like Posts:** Show appreciation for other users' content.
- **Save Posts:** Bookmark posts for later reference.
- **Follow/Unfollow Users:** Subscribe to updates from other users.
- **Search Users:** Find other users by name or other criteria.
- **Report Users:** Flag users who violate the Terms.
- **Block Users:** Prevent specific users from interacting with your account.

A distinctive feature of our platform is the absence of traditional password-based authentication. Any user can access any existing account, allowing them to make changes, posts, and interact with content without password restrictions.

4. User Accounts

4.1 No Passwords

Our platform is designed without traditional password-based authentication. This means that any user can access any existing account to make changes, post content, or interact with other users without needing a password.

4.2 Account Information

By using the Service, you agree to provide accurate, current, and complete information about yourself as prompted by the registration forms. You are responsible for maintaining the confidentiality of any account-related information.

4.3 Responsibility for Account

You are responsible for all activities that occur under your account. Do not share your account information with others. If you become aware of any unauthorized use of your account, you must notify us immediately at [your contact email].

5. User Responsibilities

- **Compliance:** You must comply with all applicable local, state, national, and international laws and regulations.
- **Respect:** Treat other users with respect and refrain from engaging in disruptive behavior.

- **Accuracy:** Ensure that all information you provide is accurate and up-to-date.
- **Security:** While our platform does not use passwords, you are still responsible for maintaining any personal security measures you implement.

6. Prohibited Activities

You agree not to engage in any of the following prohibited activities:

- **Illegal Acts:** Engage in any unlawful activities or promote illegal behavior.
- **Harassment:** Harass, threaten, or intimidate other users.
- **Hate Speech:** Promote hate speech, violence, or discrimination against individuals or groups based on race, ethnicity, religion, gender, sexual orientation, disability, or other protected characteristics.
- **Intellectual Property Infringement:** Upload or share content that infringes upon the intellectual property rights of others.
- **Spam:** Send unsolicited or bulk messages, including advertising or phishing.
- **Impersonation:** Pretend to be another person or entity, including representing affiliations falsely.
- **Malicious Activities:** Distribute viruses, malware, or other harmful software.
- **Privacy Violations:** Share private or personal information of others without their consent.
- **Exploiting the Service:** Attempt to gain unauthorized access to the Service, its servers, or any databases.

7. Content Standards

All content posted on **Don't Secure Me** must adhere to the following standards:

- **Lawful Content:** Content must be legal and not violate any laws or regulations.
- **Respectful Communication:** Avoid abusive, defamatory, obscene, or offensive language.
- **No Promotion of Violence:** Do not promote or encourage violence or illegal activities.
- **Accuracy:** Ensure that all information shared is accurate and not misleading.
- **Original Content:** Share only content you have the rights to or permission to use.

8. Content Moderation and Reporting

8.1 Reporting Content and Users

Users can report posts or other users that they find offensive, inappropriate, or in violation of these Terms using the designated reporting feature within the App or website.

8.2 Review Process

Upon receiving a report, our moderation team will:

1. **Assess the Report:** Determine whether the reported content or behavior violates our Terms.
2. **Take Action:** If a violation is confirmed, appropriate actions will be taken, which may include:
 - **Content Removal:** Deleting the offending post or content.
 - **User Sanctions:** Issuing warnings, suspensions, or terminating the offending user's account.
3. **Notification:** Inform the reporting user about the action taken, when feasible and appropriate.

8.3 No Guarantee

While we strive to monitor and manage content effectively, we do not guarantee that all offensive content will be removed immediately or at all. Users are encouraged to report any violations they encounter.

9. Intellectual Property Rights

9.1 Ownership

All content, trademarks, logos, and other intellectual property displayed on the Service are the property of **Don't Secure Me** or their respective owners and are protected by applicable intellectual property laws.

9.2 License to Users

By using the Service, you grant **Don't Secure Me** a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and distribute the content you post in connection with providing the Service.

9.3 Prohibited Use

Users must not:

- **Copy:** Duplicate, reproduce, or distribute content without proper authorization.
- **Modify:** Alter or create derivative works based on the Service's content.
- **Reverse Engineer:** Attempt to reverse engineer any part of the Service.

10. Privacy Policy

Your privacy is important to us. Our [Privacy Policy](#) explains how we collect, use, store, and protect your personal information. By using the Service, you consent to the practices described in the Privacy Policy.

11. Third-Party Services

The Service may contain links to third-party websites, applications, or services that are not owned or controlled by **Don't Secure Me**. We are not responsible for the content, privacy policies, or practices of any third-party services. You acknowledge and agree that **Don't Secure Me** shall not be liable for any damage or loss caused by your use of any third-party services.

12. Termination of Accounts

We reserve the right to suspend or terminate your account at our sole discretion, without notice and for any reason, including but not limited to:

- **Violation of Terms:** Engaging in prohibited activities or violating these Terms.
- **Inactivity:** Long periods of inactivity may lead to account termination.
- **Legal Requirements:** Compliance with legal obligations or requests from law enforcement.

Upon termination, all rights granted to you under these Terms will cease immediately. You remain liable for any obligations incurred prior to termination.

13. Disclaimers and Limitation of Liability

13.1 Disclaimers

- **Service "As Is":** The Service is provided on an "as is" and "as available" basis without any warranties, express or implied.
- **No Guarantee of Availability:** We do not guarantee that the Service will be uninterrupted, secure, or free from errors.

13.2 Limitation of Liability

To the fullest extent permitted by law, **Don't Secure Me** shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, arising out of or related to your use of the Service.

14. Indemnification

You agree to indemnify, defend, and hold harmless **Don't Secure Me**, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Service or your violation of these Terms.

15. Governing Law and Dispute Resolution

15.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of Canada, without regard to its conflict of law principles.

15.2 Dispute Resolution

- **Negotiation:** In the event of any dispute, controversy, or claim arising out of or relating to these Terms or the Service, users and **Don't Secure Me** agree to first attempt to resolve the matter through informal negotiations.
- **Binding Arbitration:** If unresolved through negotiation, disputes shall be submitted to binding arbitration in accordance with the rules of [Arbitration Association], and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- **Waiver of Class Actions:** Users agree to resolve disputes exclusively on an individual basis and waive any right to participate in a class-action lawsuit or class-wide arbitration.

16. Changes to the Service

We reserve the right to modify, suspend, or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that **Don't Secure Me** will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

17. Contact Information

If you have any questions about these Terms, please contact us at:

- **Email:** justin@justindaludado.live

18. Miscellaneous

18.1 Entire Agreement

These Terms constitute the entire agreement between you and **Don't Secure Me** regarding your use of the Service and supersede all prior agreements, understandings, or representations.

18.2 Severability

If any provision of these Terms is found to be invalid or unenforceable by a court, the remaining provisions will continue in full force and effect.

18.3 Waiver

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

18.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. **Don't Secure Me** may assign or transfer its rights and obligations under these Terms without restriction.

Important Considerations:

1. **Legal Review:** This document serves as a comprehensive template. It is essential to have a qualified attorney review and customize it to ensure it meets all legal requirements pertinent to your specific situation and jurisdiction.
 2. **Privacy Policy:** Ensure that your [Privacy Policy](#) is equally detailed, covering data collection, usage, storage, sharing, and user rights.
 3. **Security Implications:** Given the unique nature of your app's authentication system, it's vital to communicate clearly any potential security risks to users and consider implementing additional security measures to protect user data.
 4. **Compliance with Laws:** Depending on your user base's geographical locations, ensure compliance with international data protection laws such as GDPR (General Data Protection Regulation), CCPA (California Consumer Privacy Act), and others as applicable.
 5. **User Safety:** Prioritize the implementation of robust user safety mechanisms to prevent misuse, harassment, and abuse, especially given the open-access nature of your platform.
 6. **Regular Updates:** Technology and laws evolve rapidly. Regularly update your Terms and Conditions to reflect new features, legal requirements, and best practices.
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By implementing a detailed and clear Terms and Conditions document, you help protect your app, **Don't Secure Me**, and its users, fostering a safe and legally compliant environment. Remember, this template is a starting point, and professional legal advice is indispensable in finalizing your Terms.