**Statement of Rights and Responsibilities**

Welcome to Linked By Music (“Linked By Music”, “we”, “our” or “us”). This is Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") and is our terms of service that governs our relationship with users and others who interact with Linked By Music. By using or accessing Linked By Music, you agree to this Statement, as updated from time to time in accordance with Section 14 below.

Please read these Terms of Use, our Privacy Policy, Cookies Policy and Community Guidelines, very carefully. **If you do not agree to any of the provisions set out in those documents, you should not use the Website, Apps or any of the Services**. By accessing or using the Platform, registering an account, or by viewing, accessing, streaming, uploading or downloading any information or content from or to the Platform, you represent and warrant that you have read and understood the Terms of Use, Privacy Policy, Cookies Policy and Community Guidelines, will abide by them, and that you are either 18 years of age or more, or you are 13 years of age or more and have your parent(s)’ or legal guardian(s)’ permission to use the Platform.

1. **Privacy**  
     
   Your privacy is very important to us. We designed our [Data Use Policy](http://www.facebook.com/policy.php) to make important disclosures about how you can use Linked By Music to share with others and how we collect and can use your content and information.  We encourage you to read the Data Use Policy, and to use it to help you make informed decisions.
2. **Sharing Your Content and Information**  
     
   You own all of the content and information you post on Linked By Music, and you can control how it is shared through your [privacy](http://www.facebook.com/privacy/) and [application settings](http://www.facebook.com/editapps.php). In addition:
   1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your [privacy](http://www.facebook.com/privacy/) and [application settings](http://www.facebook.com/editapps.php): you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Linked By Music (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
   2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
   3. When you publish content or information using the Public setting, it means that you are allowing everyone, including people off of Linked By Music, to access and use that information, and to associate it with you (i.e., your name and profile picture).
   4. We always appreciate your feedback or other suggestions about Linked By Music, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).
3. **Safety**  
     
   We do our best to keep Linked By Music safe, but we cannot guarantee it. We need your help to keep Linked By Music safe, which includes the following commitments by you:
   1. You will not post unauthorized commercial communications (such as spam) on Linked By Music.
   2. You will not collect users' content or information, or otherwise access Linked By Music, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior written permission.
   3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Linked By Music.
   4. You will not upload viruses or other malicious code.
   5. You will not solicit login information or access an account belonging to someone else.
   6. You will not bully, intimidate, or harass any user.
   7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
   8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
   9. You will follow all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes (“promotion”) on Linked By Music.
   10. You will not use Linked By Music to do anything unlawful, misleading, malicious, or discriminatory.
   11. You will not sell anything illegal such ass drugs, pornography, stolen property or weapons.
   12. You will not sell non-existing products or services.
   13. You will not do anything that could disable, overburden, or impair the proper working or appearance of Linked By Music, such as a denial of service attack or interference with page rendering or other Linked By Music functionality.
   14. You will not facilitate or encourage any violations of this Statement or our policies.
4. **Registration and Account Security**  
     
   Linked By Music users provide their real names (or their band’s or company’s name), and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:
   1. You will not provide any false personal information on Linked By Music, or create an account for anyone other than yourself without permission.
   2. You will not create more than one personal account.
   3. If we disable your account, you will not create another one without our permission.
   4. You will not use Linked By Music if you are under 13.
   5. You will not use Linked By Music if you are a convicted sex offender.
   6. You will keep your contact information accurate and up-to-date.
   7. You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
   8. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
   9. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).
   10. If you create an account for a band or a company, you must be an authorized person to represent the band or the company.
5. **Protecting Other People's Rights**  
     
   We respect other people's rights, and expect you to do the same.
   1. You will not post content or take any action on Linked By Music that infringes or violates someone else's rights or otherwise violates the law.
   2. We can remove any content or information you post on Linked By Music if we believe that it violates this Statement or our policies.
   3. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
   4. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
   5. If you collect information from users, you will: obtain their consent, make it clear you (and not Linked By Music) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
   6. You will not post anyone's identification documents or sensitive financial information on Linked By Music.

1. **Mobile and Other Devices**
   1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
   2. In the event you change or deactivate your mobile telephone number, you will update your account information on Linked By Music within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
   3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Linked By Music.
2. **Payments**  
     
   If you make a payment on Linked By Music or use Linked By Music Credits, you agree following terms.

If you are under the age of eighteen (18), you may use Payments only with the involvement of your parent or guardian. Make sure you review these Terms with your parent or guardian so that you both understand all of your rights and responsibilities.

We have provided some section headers for your convenience, but you should carefully read through these User Payments Terms (the "Terms") in order to understand your rights and responsibilities, as well as ours.

1. **About Advertisements and Other Commercial Content Served or Enhanced by Linked By Music**  
     
   Our goal is to deliver ads and commercial content that are valuable to our users and advertisers. In order to help us do that, you agree to the following:
   1. You give us permission to use your name and profile picture in connection with that content.
   2. We do not give your content or information to advertisers without your consent.
   3. You understand that we may not always identify paid services and communications as such.
2. **Special Provisions Applicable to Advertisers**  
     
   You can target your desired audience by buying ads on Linked By Music. The following additional terms apply to you if you place an order through our online advertising portal (Order):
   1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available. When serving your ad, we do our best to deliver the ads to the audience you specify, although we cannot guarantee in every instance that your ad will reach its intended target.
   2. In instances where we believe doing so will enhance the effectiveness of your advertising campaign, we may broaden the targeting criteria you specify.
   3. You will pay for your Orders in accordance with our [Payments Terms](http://www.facebook.com/termsofsale.php).
   4. Your ads will comply with our [Advertising Guidelines](http://www.facebook.com/ad_guidelines.php).
   5. We will determine the size, placement, and positioning of your ads.
   6. We do not guarantee the activity that your ads will receive, such as the number of clicks your ads will get.
   7. We cannot control how clicks are generated on your ads. We have systems that attempt to detect and filter certain click activity, but we are not responsible for click fraud, technological issues, or other potentially invalid click activity that may affect the cost of running ads.
   8. You can cancel your Order at any time through our online portal, but it may take up to 24 hours before the ad stops running.  You are responsible for paying for all ads that run.
   9. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.
   10. We can use your ads and related content and information for marketing or promotional purposes.
   11. You will not issue any press release or make public statements about your relationship with Linked By Music without our prior written permission.
   12. We may reject or remove any ad for any reason.
   13. If you are placing ads on someone else's behalf, you must have permission to place those ads, including the following:
       1. You warrant that you have the legal authority to bind the advertiser to this Statement.
       2. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.
3. **Special Provisions Applicable to Software**
   1. You will not modify, create derivative works of, decompile or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license or we give you express written permission.
4. **Amendments**
   1. If we make changes to policies referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.
   2. Your continued use of Linked By Music following changes to our terms constitutes your acceptance of our amended terms.
5. **Termination**  
     
   If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Linked By Music to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate provisions will still apply.
6. **Disputes**
   1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Linked By Music exclusively in Espoo, Finland. The laws of Finland will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Espoo, Finland for the purpose of litigating all such claims.
   2. If anyone brings a claim against us related to your actions, content or information on Linked By Music, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Linked By Music and are not responsible for the content or information users transmit or share on Linked By Music. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Linked By Music. We are not responsible for the conduct, whether online or offline, or any user of Linked By Music.
   3. WE TRY TO KEEP LINKED BY MUSIC UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING LINKED BY MUSIC AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT LINKED BY MUSIC WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT LINKED BY MUSIC WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. LINKED BY MUSIC IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

1. **Special Provisions Applicable to Users Outside Finland**  
     
   We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Linked By Music outside Finland:
   1. You consent to having your personal data transferred to and processed in Finland.
2. **Definitions**
   1. By "Linked By Music" we mean the features and services we make available, including through (a) our website at [www.linkedbymusic.com](http://www.linkedbymusic.com) and any other Linked By Music branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform;
   2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Linked By Music or provide data to us.
   3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Linked By Music.
   4. By "content" we mean anything you or other users post on Linked By Music that would not be included in the definition of information.
   5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Linked By Music or provide to Linked By Music through Platform.
   6. By "post" we mean post on Linked By Music or otherwise make available by using Linked By Music.
   7. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
   8. By "active registered user" we mean a user who has logged into Linked By Music at least once in the previous 30 days.

1. **Other**
   1. This Statement makes up the entire agreement between the parties regarding Linked By Music, and supersedes any prior agreements.
   2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
   3. If we fail to enforce any of this Statement, it will not be considered a waiver.
   4. Any amendment to or waiver of this Statement must be made in writing and signed by us.
   5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
   6. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
   7. Nothing in this Statement shall prevent us from complying with the law.
   8. This Statement does not confer any third party beneficiary rights.
   9. We reserve all rights not expressly granted to you.
   10. You will comply with all applicable laws when using or accessing Linked By Music.

This agreement was written in English (US)..  Please note that Section 14 contains certain changes to the general terms for users outside Finland.