

Terms and Conditions of Use Linksome

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These Terms and Conditions of Use apply to the use of Linksome. As a user, you agree to these terms and conditions when you use Linksome or create a Linksome account.

Using Linksome or creating an account forms a contract between you as a user and Linksome B.V. to which these terms and conditions of use apply. The user explicitly consents to the application of these terms and conditions of use.

The contract between Linksome and the user does not confer any rights upon third parties.

The user's rights and obligations pursuant to this contract cannot be assigned or transferred without Linksome's consent.

Linksome's rights and obligations may be assigned or transferred. This may occur, for example, if our ownership changes – as it would if we were to undergo a merger or acquisition, or if our assets were to be sold – or if there is a change in the law.

The Linksome service

We agree to provide you with the Linksome service. The service encompasses of all of Linksome's products, functions, apps, services, technologies and software. The service consists of the following aspects (the 'Service'):

- placing, linking, storing, sharing and otherwise providing certain information, text, images, videos or other materials (to be referred to hereinafter as 'content'). In doing so, Linksome makes a distinction between a paid account and a free account.
- Paid accounts are activated via Linksome through a SEPA debit and credit card. This is facilitated via Mollie (<https://www.mollie.com/uk>). Verification is done through iDeal, which means you pay one cent to verify the mandate for automatic debit.

The data policy

We must collect and use your data to provide our Service. The data policy explains how we collect, use and share information. It also explains in which ways you can manage your information.

Obligations for Linksome users

- Linksome users, regardless of whether they use an account, must be at least 10 years of age and, if they are minors, must have obtained permission from their legal representatives to use the service;
- The applicable laws must not prohibit a user from receiving any aspect of our service or from participating in payment-related services;
- The user and/or his or her account cannot have been previously removed from Linksome;
- The user may not impersonate someone else. The information provided upon registration must be correct and up-to-date. Any changes to the user's account and/or profile must actively be made of their own volition;
- The user will not use the service for illegal, fraudulent or unauthorised purposes;
- The user will refrain from obstructing or hindering the intended operation of the service;

- The user will refrain from creating accounts – including automatic accounts – and from collecting information or obtaining access to these accounts in the absence of authorisation to do so;
- The user may not attempt to purchase, sell or assign any aspect of the account, including the user name, or to demand, collect or use the login details of other users;
- The user may not publish any private or confidential information or do anything else that would violate someone else’s rights, including intellectual property rights;

User’s consent to Linksome

As part of the contract, the user gives the consent necessary to supply the service.

- The user grants Linksome the right and license to use, change, publicly run, publicly display, reproduce and distribute the content on and via the service. The user agrees that this licence encompasses Linksome’s right to provide the user’s content to other users of the service who may also use this content subject to these terms and conditions. The user reserves all rights to the content that is published or displayed on or via the service and the user is responsible for protecting their rights;
- The user affirms and guarantees that: (i) the user’s content belongs to the user – in other words, the user owns the content – or the user is entitled to use this content and grants Linksome the rights and licenses referred to in these terms and conditions, and (ii) the placing of the content on or via the Service does not infringe upon the rights of privacy or publicity, copyrights, contract rights or other rights of any person, legal entity or institution;
- Furthermore, the user guarantees that: (i) The content does not facilitate the user’s or Linksome’s violation of any statutory obligation or regulation; (ii) the content cannot be considered, or cannot reasonably be considered, as obscene, inappropriate, defamatory, humiliating, improper, inflammatory, offensive, pornographic, threatening, insulting, conducive to inciting racial hatred, discriminatory, blasphemous, contrary to public policy or the unwritten rules of social intercourse or a violation of privacy; (iii) the content does not constitute unsolicited, undisclosed or unauthorised advertising and/or unfair trade practices; (iv) the content does not contain any software viruses or other computer code, files or programs that were designed to disrupt, destroy or restrict the functionality of computer software, hardware or telecommunications equipment; and (v): the content does not discredit Linksome or the Service;
- The user agrees to retain all data necessary to establish that the content does not contravene the requirements of these terms and conditions of use and to make such data available upon any reasonable request by Linksome to do so;
- Linksome is not obliged to regularly check the accuracy or reliability of the content included in the Service. Linksome reserves the right to change or delete the content at any time without any obligation to notify the user of such in advance;
- The user grants Linksome permission to use the user name, profile photo and information about the user’s contacts and/or followers, activities performed with the accounts, advertisements and sponsored content, including permission to use the aforementioned data for its own marketing purposes (website, social media, etc.) and displaying the logos of the account (for example, as references on the website);
- The user agrees that Linksome can download and install updates for the service on the user’s device;

Additional rights reserved by Linksome

- When the user chooses a username for the account, Linksome can change this username if Linksome believes that this would be suitable or necessary – for example, if the selected name were to infringe upon the intellectual property rights of someone else or were to imitate another user;
- If the user uses content on the Linksome service that is subject to intellectual property rights which belong to Linksome and are made available in the service – such as images, designs, videos or sounds that Linksome provides and that the user adds to the content the user makes or shares – Linksome reserves the rights to its intellectual property rights, as well as any newly created intellectual property rights;
- The user may only use Linksome’s trademarks or comparable marks if this is expressly permitted pursuant to the guideline for marks or after obtaining our written consent;
- The user must obtain Linksome’s explicit written consent to alter source code, to derive works from such code or to decompile or otherwise process such code;

Deleting content and disabling or closing an account

Linksome can remove content or information that the user shares on the Service if Linksome deems such content or information contravenes the present terms and conditions of use or if Linksome is obliged to do so by law.

Linksome may decide to decline to supply, or discontinue supplying, all or part of the Service to the user – including by closing or disabling the account – if the user: seriously or repeatedly contravenes these terms and conditions of use, if the user repeatedly infringes upon the intellectual property rights of others, or if Linksome is obliged to do so by law.

If a user believes that the account was closed by mistake or if a user wishes to disable or permanently delete their account, please contact Linksome’s help centre.

Content that the user deletes can be saved as backups for a certain period of time and the user can still see where others have shared that content. All design options will be permanently disabled upon the end of a paid service. The terms and conditions of use will remain applicable even after the account is closed or deleted.

Responsibility for incidents

Linksome uses suitable expertise and exercises due care when providing the Service to the user and when providing a safe, secure and error-free environment.

Linksome accepts no liability for the activities and acts of any user.

Linksome cannot guarantee that the service will always function without disruption, delay or problems.

Linksome accepts no responsibility for:

- loss that is not caused by Linksome’s violation of these terms and conditions or other acts on the part of Linksome;
- loss that could not have been foreseen by the user and Linksome when these terms and conditions of use were agreed;
- offensive, inappropriate, obscene, illegal or otherwise undesirable content that is published by users and/or third parties which a user encounters in the service;
- any events that reasonably fall outside the scope of Linksome’s control.

The foregoing does not exclude or limit Linksome’s liability in the event that a death, personal injury or fraudulent representation occurs as the result of Linksome’s negligence.

The foregoing also does not exclude or limit Linksome’s liability for other matters if such exclusion or limitation is not permitted by law.

Dispute resolution

- If the user is a consumer and resides in a Member State of the European Union, the laws of that Member State apply to claims, the reasons for legal claim, or disputes that the user has with Linksome pursuant to or in relation to these terms and conditions of use ('claim'). This user can initiate this claim before any competent court that has jurisdiction over the claim in that Member State.
- In all other cases, the user agrees that the claim must be heard by a competent court in the Netherlands and that, notwithstanding the rules on conflicts of law, these terms and conditions and all claims will be governed by the laws of the Netherlands.

Unsolicited materials

Linksome always appreciates feedback or other suggestions, but can use these without any restriction or obligation to compensate the user for same. Linksome is also not obliged to keep such confidential.

Amendments to these terms and conditions

Linksome may change the service and policy rules and it is always possible that Linksome will have to amend these terms and conditions so that they accurately reflect our Service and policy rules. Unless Linksome is required by law to do otherwise, we will inform the user – for example, via our Service – of all such changes at least 30 days before we implement them in these terms and conditions, and we will afford the user the opportunity to examine the changes before they enter into effect. If the user then continues to use the Service, they will be bound by the amended terms and conditions. If the user does not wish to agree to these terms and conditions, or to any amended terms and conditions, the user can delete their account [here](#).