

Title: Terms of Service

Effective Date: 8/2/2023 v. a1

### Acceptance of Terms

1.1 By accessing or using our website, you represent and warrant that you are at least 13 years of age.

1.2 You acknowledge and agree that these Terms constitute a legally binding agreement between you and our company.

### User Accounts

2.1 In order to access certain features of the Website, you may be required to create a user account.

2.2 You agree to provide accurate, complete, and up-to-date information during the registration process.

2.3 You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

2.4 You agree to immediately notify us of any unauthorized use of your account or any other breach of security.

2.5 We reserve the right to suspend or terminate your account at any time without prior notice if we suspect any unauthorized or fraudulent activity.

### User Responsibilities

3.1 You agree to use the Website in accordance with these Terms, applicable laws, and regulations.

3.2 You are solely responsible for your conduct on the Website, including any content you submit, post, or display.

3.3 You agree not to use the Website for any unlawful, fraudulent, or malicious purposes.

3.4 You agree not to interfere with the proper functioning of the Website or to disrupt its infrastructure.

3.5 You agree not to use the Website to transmit any viruses, malware, or other harmful materials.

3.6 You acknowledge that we have the right to monitor and moderate user-generated content on the Website.

## Intellectual Property

4.1 All intellectual property rights in the Website and its content, including but not limited to text, graphics, logos, and software, are owned by or licensed to us.

4.2 You agree not to reproduce, distribute, modify, or create derivative works based on any part of the Website without our prior written consent.

## Third-Party Links

5.1 The Website may contain links to third-party websites or resources that are not owned or controlled by us.

5.2 We do not endorse or assume any responsibility for the content, products, or services provided by these third-party websites or resources.

5.3 You acknowledge and agree that we shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products, or services available on or through any third-party websites or resources.

## Privacy

6.1 Your privacy is important to us. Please review our Privacy Policy, which explains how we collect, use, and disclose your personal information.

6.2 By using the Website, you consent to the collection, use, and disclosure of your personal information as described in our Privacy Policy.

## Limitation of Liability

7.1 To the maximum extent permitted by applicable law, we shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or in connection with your use of the Website.

7.2 We do not guarantee the accuracy, completeness, or reliability of any content or information provided on the Website.

7.3 You agree to indemnify, defend, and hold us harmless from any claims, liabilities, damages, losses, costs.

## Marketing

8.1 By providing your email address during the registration process or at any other point of interaction

with our website, you consent to receive marketing communications from us, including promotional emails and newsletters.

8.2 You may unsubscribe from receiving marketing communications at any time by following the unsubscribe instructions provided in the email or by contacting us directly. However, please note that

even if you opt out of receiving marketing emails, we may still send you non-promotional communications, such as administrative messages related to your account or the services we provide.

8.3 We may use third-party service providers to assist us in sending marketing emails. These service

providers are obligated to use your email address solely for the purpose of sending communications on

our behalf and are bound by confidentiality agreements.

8.4 We may personalize the content of our marketing communications based on your preferences, usage

patterns, and other information we have collected about you. By providing your email address, you

consent to receive such personalized marketing communications.

8.5 We respect your privacy and comply with applicable laws and regulations regarding the collection

and use of personal information. For more information about how we handle your personal data, please

refer to our Privacy Policy.

8.6 Please note that while we strive to maintain the security and integrity of our email communications,

no method of electronic transmission or storage is completely secure. Therefore, we cannot guarantee

the absolute security of your information during transit or while it is stored on our systems.

8.7 If you have any questions or concerns regarding our marketing communications or wish to update

your email preferences, please contact us using the contact information provided on our website.

## Amendments to the Terms and Conditions

9.1 We reserve the right to modify or update these Terms at any time, in our sole discretion. Any changes to the Terms will be effective immediately upon posting the updated version on the Website.

9.2 It is your responsibility to review these Terms periodically for any changes. Your continued use of the Website after the posting of any changes constitutes your acceptance of such changes.

#### Governing Law and Jurisdiction

10.1 These Terms and any disputes arising out of or relating to these Terms, or the Website shall be governed by and construed in accordance with the laws of Texas.

10.2 Any legal action or proceeding arising out of or relating to these Terms or the Website shall be brought exclusively in the courts of Texas, and you consent to the personal jurisdiction of such courts.

#### Entire Agreement

11.1 These Terms, together with our Privacy Policy and any additional terms and conditions provided by us, constitute the entire agreement between you and us regarding your use of the Website and supersede any prior agreements or understandings, whether written or oral.

11.2 If any provision of these Terms is found to be invalid or unenforceable, such provision shall be deemed severable from the remaining provisions, which shall remain in full force and effect.

#### Contact Information

For any questions, concerns, or requests related to this policy or the Website's data privacy practices,

users can contact us at [support@lyfelynk.net](mailto:support@lyfelynk.net).

By accessing or using the Website, users confirm that they have read this Website Usage and Data Privacy Policy.