

## Acceptable Use Policy

Last Updated: 19 February 2024

This Acceptable Use Policy ("Policy") governs your use of the services provided by Linkyfile, hereinafter referred to as the "Solution." By accessing or using the Solution, you agree to comply with the following terms and conditions. Please read this Policy carefully before using the Solution. If you do not agree with these terms, please refrain from using the Solution.

### Prohibited Activities:

- Users are hereby informed that the following activities are strictly prohibited while using the Solution:
- Disruption of Service: Any behavior likely to interrupt, suspend, slow down, or prevent the continuity of the Solution is strictly prohibited.
- Illicit Content: The integration of illicit content, including but not limited to content that violates intellectual property rights, is prohibited.
- Sexual or Pornographic Content: The integration of any kind of sexual or pornographic content is strictly prohibited.
- Fraudulent Use: Any use of fraudulent bank cards while using the Solution is prohibited.
- Illegal Activities: Users shall not use the Solution to store, receive, or distribute any information that violates any applicable law, regulation, ordinance, or guideline, or engage in activities that break or violate any applicable law.
- Unauthorized Access: Any intrusion or attempt to intrude into Linkyfile's computer systems is strictly prohibited.
- Overload: Users shall not take any action that is likely to impose a disproportionate load on Linkyfile's digital infrastructures.
- Security Breaches: Any breach of security and authentication measures is strictly prohibited.
- Harm to Linkyfile: Users shall not engage in any act that is likely to prejudice Linkyfile's financial, commercial, or moral rights and interests.
- Unauthorized Copying: Any copying and/or misappropriation of the Solution and/or Linkyfile's digital infrastructure is strictly prohibited.
- Misuse of Solution: Users shall not engage in any practice that diverts the Solution for purposes other than those for which it was designed.

### Reporting of Illegal Content:

Users are hereby informed that any illegal content detected by Linkyfile may be reported to competent authorities, including but not limited to the Federal Bureau of Investigation ("FBI"), the International Criminal Police Organization ("Interpol"), and/or the French "PHAROS" platform.

### User Responsibilities for Files:

Regarding the Files used in connection with the Solution, each User guarantees that they hold all necessary rights and permissions to use the Files and to communicate them through the Solution. In this regard, the User undertakes to indemnify Linkyfile against any action, claim, demand, or opposition from a third party. Such claims may be based, directly or indirectly, on the violation of any applicable rule in relation to the Files, including but not limited to:

- Personal Rights: Violation of personal rights.
- Personal Data: Violation of personal data rights.
- Intellectual Property: Infringement of intellectual property rights, including database regulations.

- Contractual Rights: Violation of contractual rights related to the Files.

The User agrees to bear the financial burden of addressing any claims made by a third party and any damages or compensation of any kind that should be paid by court decision or settlement. Furthermore, the User guarantees Linkyfile against any payment in this respect and holds Linkyfile harmless from any sanctions or convictions.

Linkyfile reserves the right to investigate and take appropriate actions, including the suspension or termination of user accounts, in response to violations of this Policy.

By using the Solution, you acknowledge that you have read, understood, and agree to abide by this Acceptable Use Policy. Failure to comply with these terms may result in the suspension or termination of your access to the Solution.

### **Changes to the acceptable use policy**

Linkyfile may revise this acceptable use policy from time to time to reflect a change of regulatory requirements or our risk appetite by updating this page. Such changes may affect the services we are currently providing you. You are encouraged to review this policy periodically and regularly to avoid any interruption of your services. This policy, as amended, is legally binding on you.

If you have any questions or concerns about this Policy, please contact us at [contact@linkyfile.com](mailto:contact@linkyfile.com)