

SynctUp (DBA “Chainlink Social Media LLC”) Terms of Use

Thank for using SynctUp services and apps. When you use our products and services, you're agreeing to our terms, so please take a few minutes to read over the Terms of Use below.

Note: You are entering into a legally binding agreement.

1. Introduction

Last revised on January 2, 2017

SynctUp helps you share contact information keeping you in touch by providing family, friends and professional contacts with automatic updates to any changes of your contact information. SynctUp helps you keep in touch with professional and social event updates.

1.1. Purpose

Our mission is to connect the world in both a professional and personal manner by providing the means to stay connected in a seamless manner as contact information changes. We are building a platform of lasting value for our members and the people they interact.

1.2. Agreement

When you use our Services, **you are entering into a legal agreement and you agree to all of these terms.**

You also agree to our [Privacy Policy](#), which covers how we collect, use, share, and store your personal information.

You agree that by clicking “Join Now” “Join SynctUp”, “Sign Up” or similar, registering, accessing or using our services (including SynctUp mobile apps, web platforms, premium services, advertising services or any content or information provided as part of these services, collectively, “Services”), you are entering into a legally binding agreement (even if you are using our Services on behalf of a company).

This “Agreement” includes this Terms of Use and the [Privacy Policy](#), and other terms that will be displayed to you at the time you first use certain features (such as downloading one of our software applications or purchasing advertisements or other in-app offerings), as may be amended by SynctUp from time to time. If you do not agree to this Agreement, do NOT click “Join Now” (or similar) and do not access or otherwise use any of our Services.

Registered users of our Services are “Members” and unregistered users are “Visitors”. This Agreement applies to both.

[Back to Top](#)

2. Obligations

2.1. Service Eligibility

Here are some promises you make to us in this Agreement:

You're eligible to enter into this Agreement and you are at least our “Minimum Age.”

To use the Services, you agree that: (1) you must be the “Minimum Age” (defined below) or older; (2) you will only have one SynctUp account which must be in your real name; and (3) you are not already restricted by SynctUp from using the Services.

“Minimum Age” means (a) 18 years old for the People's Republic of China, (b) 16 years old for the Netherlands, (c) 14 years old for the United States, Canada, Germany, Spain, Australia and South Korea, and (d) 13 years old for all other countries. However, if law requires that you must be older in order for SynctUp to lawfully provide the Services to you (including the collection, storage and use of your information) then the Minimum Age is such older age. The Services are not for use by anyone under the age of 13.

2.2. Your Membership

You'll keep your password a secret.

You will not share an account with anyone else and will follow our rules and the law.

As between you and others, your account belongs to you. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections, groups) and (4) follow the law and the Dos and Don'ts below. You are responsible for anything that happens through your account unless you close it or report misuse.

2.3 Payment

Should you voluntarily make purchases using the SynctUp platform or its services, you'll honor your payment obligations and you are okay with us storing your payment information. Also, there may be fees and taxes that are added to our prices.

We don't guarantee refunds.

If you purchase any paid Services (“Premium Services”), you agree to pay us the applicable fees and taxes. Failure to pay these fees may result in the termination of your subscription. Also:

-)] Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
-)] You authorize us to store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your service (e.g. subscriptions) and to facilitate easy payment for new services.
-)] You must pay us for applicable fees and taxes unless you cancel any of the Premium Services which you may choose to subscribe, in which case you agree to still pay these fees through the end of the applicable subscription period. Learn how to [cancel or change](#) your Premium Services and read about SynctUp's [refund policy](#).
-)] Taxes are calculated based on the billing information that you provide us at the time of purchase.
-)] Any unused portion of time-based subscription services are non-refundable.

2.4. Notices and Service Messages

You're okay with us using our websites, mobile apps, and email to provide you with important notices. This Agreement applies to our services and application platform whether you access it via mobile application, computer or other means. Also, you agree certain additional information can be shared with us.

If the contact information you provide isn't up to date, you may miss out on these notices.

You agree that we may provide notices to you in the following ways: (1) a banner notice on the Service, or (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

Please review your SynctUp.com settings to control and limit what kind of messages you receive from us.

[Back to Top](#)

3. Rights and Limits

3.1. Your License to SynctUp

You own all of the content, feedback, and personal information you provide to us, but you also grant us a non-exclusive license to it.

We'll honor the choices you make about who gets to see your information and content.

You promise to only provide information and content that you have the right to share, and that your SynctUp profile will be truthful.

As between you and SynctUp, you own the content and information that you submit or post to the Services and you are only granting SynctUp the following non-exclusive license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

- a. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
- b. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a [Creative Commons](#) license.

You agree that we may access, store and use any information that you provide in accordance with the terms of the [Privacy Policy](#) and your privacy settings.

By submitting suggestions or other feedback regarding our Services to SynctUp, you agree that SynctUp can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide content or information if that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract). You also agree that your profile information will be truthful. SynctUp may be required by law to remove certain information or content in certain countries.

3.2. Service Availability

We may change or discontinue any of our Services. We can't promise to store or keep showing any information and content you've posted.

We may change, suspend or end any Service, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

SynctUp is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in Section 3.1 of our Privacy Policy

3.3. Other Content, Sites and apps

When you see or use others' content and information posted on our Services, it's at your own risk.

Third parties may offer their own products and services through SynctUp, and we aren't responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. SynctUp generally does not review content provided by our Members or advertisers. You agree that we are not responsible for third parties' (including other Members') content or information or for any damages as result of your use of or reliance on it.

You are responsible for deciding if you want to access or use third party apps or sites that link from our Services. If you allow a third party app or site to authenticate you or connect with your SynctUp account, that app or site can access information on SynctUp related to you and your connections. Third party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, SynctUp is not responsible for these other sites and apps -- use these at your own risk. Please see Sections 2.6 and 2.7 of the [Privacy Policy](#).

3.4. Limits

We have the right to limit how you connect and interact on our Services.

We're providing you notice about our intellectual property rights.

SynctUp reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. SynctUp reserves the right to restrict, suspend, or terminate your account if SynctUp believes that you may be in breach of this Agreement or law or are misusing the Services (e.g. violating any Do and Don'ts).

SynctUp reserves all of its intellectual property rights in the Services. For example, SynctUp, SynctUp (stylized), and other SynctUp trademarks, service marks, graphics, and logos used in connection with SynctUp are trademarks or registered trademarks of SynctUp. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

[Back to Top](#)

4. Disclaimer and Limit of Liability

4.1. No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

TO THE EXTENT ALLOWED UNDER LAW, SYNCTUP (AND THOSE THAT SYNCTUP WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

4.2. Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS SYNCTUP HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT SUPERSEDES THIS AGREEMENT), SYNCTUP (AND THOSE THAT SYNCTUP WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF SYNCTUP (AND THOSE THAT SYNCTUP WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT EXCEEDS THE YEARLY FEE THAT YOU PAID FOR A PREMIUM SERVICE, IF ANY.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SYNCTUP AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF SYNCTUP HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

4.3 GENERAL

1. Arbitration Agreement And Jury Trial Waiver, Class Action Waiver, And Forum Selection Clause. All controversies, disputes, demands, counts, claims, or causes of action between you and SynctUp

arising out of, under, or related in any way to this Agreement or our privacy practices, shall exclusively be settled through binding arbitration.

a. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association (“AAA”). As modified by this Agreement, and unless agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively “Rules and Procedures”).

b. You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

c. You and SynctUp must abide by the following rules: (a) for any claim that could otherwise be brought in small claims court, the arbitration shall be conducted solely based on written submissions and, if the arbitrator deems it appropriate, a telephonic hearing; (b) if the claim exceeds what can be recovered in a small claims court, the arbitration shall be conducted solely based on written submissions or a telephonic hearing, unless the arbitrator deems a face-to-face hearing is appropriate, in which case one should be held at a location agreed to by you and SynctUp, and if the parties cannot agree on a location for the hearing, the arbitrator will determine a location for the proceedings which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances; (c) the arbitrator’s ruling is binding and not merely advisory; (d) ANY CLAIMS BROUGHT BY YOU OR SYNCTUP MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (e) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, (f) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, SynctUp will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (g) SynctUp also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (h) the arbitrator shall honor claims of privilege and privacy recognized at law; (i) a decision by the arbitrator (including any finding of fact and/or conclusion of law) against either you or SynctUp shall be confidential unless otherwise required to be disclosed by law or by any administrative body and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any other person/SynctUp customer; and (j) each side pays its own attorneys’ fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees’ and litigation expenses.

d. Notwithstanding the foregoing, either you or SynctUp may bring an individual action in small claims court. In addition, if you are a user outside of the United States, Section 11(b) of the Privacy Policy (Dispute Resolution for Users Outside of the United States), and not this arbitration provision, shall apply to any disputes related to privacy. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party’s patent, copyright,

trademark, or trade secret shall not be subject to this arbitration provision. Such claims shall be exclusively brought (unless such courts do not have personal jurisdiction in the dispute) in the state courts located in King County, Washington or the federal courts located in King County, Washington. Additionally, notwithstanding this arbitration provision, either party may seek emergency equitable relief before such courts in order to maintain the status quo pending the arbitrator's ruling, and hereby agree to submit to the personal jurisdiction of such courts. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

e. With the exception of subparts (d) and (e) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subpart (d) or (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither You nor SynctUp shall be entitled to arbitration. In the event this arbitration provision is held unenforceable by a court, or in the event AAA refuses to arbitrate the dispute, all controversies, disputes, demands, counts, claims, or causes of action between you and SynctUp shall be exclusively brought in the state or federal courts specified in subsection "(d)" above.

f. For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

[Back to Top](#)

5. Termination

We can each end this Agreement anytime we want.

SynctUp or You may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

-) Our rights to use and disclose your feedback;
-) Members' and/or Visitors' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
-) Sections 4, 6 and 7 of this Agreement;
-) Any amounts owed by either party prior to termination remain owed after termination.

You can visit our site learn how to close your SynctUp account.

6. Dispute Resolution

In the unlikely event we end up in a legal dispute, it will take place in State of Washington courts, applying Washington State law.

You agree that the laws of the State of Washington, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Agreement and/or the Services. We both agree that all of these claims can only be litigated in the federal or state courts of King County, Washington, USA, and we each agree to personal jurisdiction in those courts.

[Back to Top](#)

7. General Terms

Here are some important details about how to read the Agreement.

If a court with authority over this Agreement finds any part of it not enforceable, you and us agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree to ask the court to remove that unenforceable part and still enforce the rest of this Agreement. To the extent allowed by law, the English version of this Agreement is binding and other translations are for convenience only. This Agreement (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Agreement, that does not mean that SynctUp has waived its right to enforce this Agreement. You may not assign or transfer this Agreement (or your membership or use of Services) to anyone without our consent. However, you agree that SynctUp may assign this Agreement to its affiliates or a party that buys it without your consent. There are no third party beneficiaries to this Agreement.

We reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you don't agree to these changes, you must stop using the Services.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

[Back to Top](#)

8. SynctUp “DOs” and “DON’Ts.”

8.1. Dos. You agree that you will:

-) Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
-) Provide accurate information to us and keep it updated;
-) Use your real name on your profile;
-) Use the Services in a professional manner.

8.2. Don'ts. You agree that you will not:

-) Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
-) Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the “title” or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by SynctUp);
-) Use an image that is not your likeness or a head-shot photo for your profile;
-) Create a false identity on SynctUp;
-) Misrepresent your current or previous positions and qualifications;
-) Misrepresent your affiliations with a person or entity, past or present;
-) Misrepresent your identity, including but not limited to the use of a pseudonym;
-) Create a Member profile for anyone other than yourself (a real person);
-) Use or attempt to use another's account;
-) Harass, abuse or harm another person;
-) Send spam or other unwelcomed communications to others;
-) Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
-) Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
-) Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer));

- J Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;
- J Violate the intellectual property or other rights of SynctUp, including, without limitation, using the word “SynctUp” or our logos in any business name, email, or URL except as provided in the [Brand Guidelines](#);
- J Use SynctUp invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact;
- J Post any unsolicited or unauthorized advertising, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation unauthorized by SynctUp;
- J Send messages to distribution lists, newsgroup aliases, or group aliases;
- J Post anything that contains software viruses, worms, or any other harmful code;
- J Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- J Create profiles or provide content that promotes escort services or prostitution.
- J Creating or operate a pyramid scheme, fraud or other similar practice;
- J Copy or use the information, content or data of others available on the Services (except as expressly authorized);
- J Copy or use the information, content or data on SynctUp in connection with a competitive service (as determined by SynctUp);
- J Copy, modify or create derivative works of SynctUp, the Services or any related technology (except as expressly authorized by SynctUp);
- J Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- J Imply or state that you are affiliated with or endorsed by SynctUp without our express consent;
- J Rent, lease, loan, trade, sell/re-sell access to any information or data obtained or contained within the Synctup database or platform;
- J Sell, sponsor, or otherwise monetize a SynctUp feature of the Services without SynctUp's consent;
- J Deep-link to our Services for any purpose other than to promote your profile or a Group on SynctUp without SynctUp's consent;
- J Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
- J Remove, cover or obscure any advertisement included on the Services;

-) Collect, use, copy, or transfer any information obtained from SynctUp without the consent of SynctUp;
-) Share or disclose information of others without their express consent;
-) Use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” the Services or any related data or information;
-) Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
-) Monitor the Services' availability, performance or functionality for any competitive purpose;
-) Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services;
-) Access the Services except through the interfaces expressly provided by SynctUp, such as its mobile applications and SynctUp.com;
-) Override any security feature of the Services;
-) Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or
-) Violate SlideShare's [Community Guidelines](#) or, if you're a commercial user of SlideShare, the [SlideShare Commercial Terms of Service](#).

[Back to Top](#)

9. Complaints Regarding Content

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties.