

Terms and Conditions - LinkSpy

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Please read the following terms of use thoroughly. By accessing or using the Site (linkspy.cc) and/or Service (as defined below) available through the Site, you agree to be bound by these Terms & Conditions, and as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this Site, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms of Service.

Service

LinkSpy is a medium between publishers and url shorteners. LinkSpy acts as an ad server by sending publisher's traffic to different url shorteners to ensure better financial results. LinkSpy doesn't take any part in selling publishers traffic, it is a role of url shorteners, so we do not keep any publisher's funds.

Publisher guidelines

Publisher's traffic must be at all times compliant with every url shortener guidelines. If these rules are broken, LinkSpy may close the publisher's account without prior notification.

You agree to not use the Service to:

- link to, upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, a LinkSpy official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

- link, upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- link, upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- link, upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose ;
- link, upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- "stalk" or otherwise harass another; or
- collect or store personal data about other users.

Disclaimer

LinkSpy do not control or verify any content, especially ads, provided by url shorteners and therefore we will not accept any and hereby exclude all legal liability for such content. We are not involved in the actual transactions between publishers and url shorteners, so Publisher understands and agrees that payment for publisher's traffic is dependent only on url shorteners. You hereby release LinkSpy from any claim for

publisher's revenue because LinkSpy do not receive or influence on funds from any of url shorteners.

Privacy Policy and Personal Data Protection

We retain a separate Privacy Policy and your assent to these Terms also signifies your assent to the Privacy Policy. LinkSpy reserves the right, at its sole discretion, to modify or replace any part of Private Policy. It is your responsibility to check this Private Policy periodically for changes. Your continued use of the Service following such amendments will constitute your acceptance of such amendments, regardless of whether you have actually read them.

Intellectual Property

This Agreement does not transfer from LinkSpy to you any LinkSpy or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with LinkSpy. LinkSpy logo, and all other trademarks, service marks, graphics and logos used in connection with LinkSpy, or the Site are trademarks or registered trademarks of LinkSpy or LinkSpy's licensors. Other trademarks, service marks, graphics and logos used in connection with the Site may be the trademarks of other third parties. Your use of the Site grants you no right or license to reproduce or otherwise use any LinkSpy or third-party trademarks.

Fees

To cover the service costs, LinkSpy will take from publisher 10% of random traffic impressions.

Force majeure

LinkSpy will not be liable for failing to perform under these Terms and Conditions by the occurrence of any event beyond its reasonable control, including, without limitation, a labour disturbance, an internet outage or interruption of service, a communication outage, a failure by a service provider to AdSpyglass to perform, fire, threatened or actual act of terrorism, natural disaster or war.