

Terms and Conditions of Use (TCU) of Clinkt

1. Purpose

These Terms and Conditions of Use (hereinafter "TCU") define the terms and conditions under which users (hereinafter "Users") may use the Clinkt website (hereinafter "the Site") to sell or purchase digital files via the platform.

1. Description of Services

Clinkt is a platform that allows Users to sell and purchase digital files quickly and easily. The sales process takes place in three steps:

- The User uploads the desired file to their personal space;
- The User sets the price of the file;
- The User shares the download link with the buyer.

The proceeds from sales are credited to the seller's Clinkt account and can be withdrawn at any time, subject to compliance with these TCU.

1. Acceptance of the TCU

By using the Site, the User acknowledges that they have read and accepted these TCU without reservation. Clinkt reserves the right to modify the TCU at any time, with the changes being applicable as soon as they are posted on the Site. Users are advised to regularly consult the TCU.

1. User Responsibility

The User is solely responsible for the files they upload to the platform and undertakes to comply with applicable laws, particularly regarding intellectual property, data protection, and respect for third-party rights.

In particular, it is strictly forbidden to upload or sell files containing:

- Child pornography;
- Hate speech or content inciting violence or discrimination;
- Content promoting or facilitating harassment.

The User also undertakes not to distribute content that infringes the copyrights, trademarks, patents, or other intellectual property rights of third parties.

In case of non-compliance with these rules, Clinkt reserves the right to suspend or terminate the User's account and to remove any unlawful content without prior notice.

1. Intellectual Property

All elements of the Site (texts, graphics, logos, software, etc.) are the exclusive property of Clinkt or its partners and are protected by intellectual property laws. Any reproduction, distribution, modification, adaptation, retransmission, or publication of these elements without prior written consent from Clinkt is strictly prohibited.

Files, media, and other digital content uploaded by Users remain the exclusive property of the Users. Clinkt does not claim ownership of any content uploaded by Users. However, by uploading content to the Site, the User grants Clinkt a non-exclusive license to host and distribute the files as necessary for the sale or distribution of said content.

1. Limitation of Liability

Clinkt cannot be held liable for the content uploaded by Users. In case of a dispute with a third party regarding the content uploaded or sold, the User assumes full responsibility for their actions.

Clinkt strives to ensure that the Site is available 24/7 but does not guarantee uninterrupted access and disclaims any liability in the event of service disruptions.

1. Personal Data

Personal information collected during registration or use of the Site is processed in accordance with applicable data protection laws. The User has the right to access, rectify, and delete data concerning them, in accordance with the provisions of the "Informatique et Libertés" law.

1. Termination

Clinkt reserves the right to terminate any User's account in case of non-compliance with these TCU or in the event of harmful behavior that disrupts the proper functioning of the Site.

1. Legal Information and Contact

Clinkt is managed by the company Lunar Management, registered under SIRET number 89095810100010. For any questions related to these TCU or to contact Clinkt, please write to us at the following email address:

Email: contact@clinkt.me

10. Applicable Law and Jurisdiction

These TCU are governed by French law. Any dispute regarding the interpretation or execution of these TCU will be submitted to the competent courts of Paris, unless otherwise provided by law.