

Mobile App Terms of Service

These Terms of Service govern your use of Lindygo, our website located at <https://lindygo.com>, and any related services provided by Lindgo Inc..

When you create a Lindygo account or use Lindygo, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from further using the app, accessing our website, or using any other services provided by Lindgo Inc..

If you access or download Lindygo from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service; and/or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.

We, Lindgo Inc., reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page and notify you through the app and/or the email address you provided when you created your account. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on 28 February 2022.

Limitations of Use

By using Lindygo and our website, you warrant on behalf of yourself, any entity who you represent who has entered into these Terms of Service, and your users that you will not:

1. modify, copy, prepare derivative works of, decompile, or reverse engineer Lindygo or any materials and software contained within Lindygo or on our website;
2. remove any copyright or other proprietary notations from Lindygo or any materials and software contained within Lindygo or on our website;
3. transfer Lindygo or any of its associated materials to another person or “mirror” the materials on any other server;
4. knowingly or negligently use Lindygo or any of its associated services in a way that abuses or disrupts our networks or any other service Lindgo Inc. provides;
5. use Lindygo or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
6. use Lindygo or its associated services in violation of any applicable laws or regulations;
7. use Lindygo to send unauthorized advertising or spam;
8. harvest, collect, or gather user data without the user’s consent; or
9. use Lindygo or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

Intellectual Property

The intellectual property in the materials in Lindygo and on our website are owned by or licensed to Lindgo Inc.. You may download Lindygo, to view, use, and display the application on your mobile device for your personal use only.

This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or these Terms of Service, and may be terminated by Lindgo Inc. at any time.

User-Generated Content

You retain your intellectual property ownership rights over content you submit to us for publication within Lindygo and/or on its corresponding website. We will never claim ownership of your content, but we do require a license from you in order to use it.

When you use Lindygo or its associated services to post, upload, share, or otherwise transmit content covered by intellectual property rights, you grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, distribute, modify, run, copy, publicly display, translate, or otherwise create derivative works of your content in a manner that is consistent with your privacy preferences and our Privacy Policy.

The license you grant us can be terminated at any time by deleting your content or account. However, to the extent that we (or our partners) have used your content in connection with commercial or sponsored content, the license will continue until the relevant commercial or post has been discontinued by us.

You give us permission to use your username and other identifying information associated with your account in a manner that is consistent with your privacy preferences, and our Privacy Policy.

Automatic Updates

You give us permission to download and install updates to Lindygo on your device in accordance with your privacy preferences. This permission can be revoked at any time by deleting Lindygo from your device.

Liability

Lindygo and the materials in Lindygo and on our website are provided on an 'as is' basis. To the extent permitted by law, Lindgo Inc. makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall Lindgo Inc. or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use Lindygo, our website, or any other services provided by Lindgo Inc. or the materials in Lindygo, even if Lindgo Inc. or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, "consequential loss" includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Accuracy of Materials

The materials appearing in Lindygo or on our website are not comprehensive and are for general information purposes only. To the extent permitted by law, Lindgo Inc. does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials in Lindygo or on our website, or otherwise relating to such materials or on any resources linked to Lindygo and our website.

Links

Lindgo Inc. has not reviewed all of the sites linked to Lindygo or on its corresponding website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval, or control by Lindgo Inc. of the site. Use of any such linked website is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

Notice regarding Apple

To the extent that you are using or accessing Lindygo on an iOS device, you acknowledge and agree to the terms of this clause. You acknowledge that these Terms of Service are between you and Lindgo Inc. only, not with Apple Inc. (Apple), and Apple is not responsible for Lindygo and any materials available in Lindygo.

Apple has no obligation to furnish you with any maintenance and support services with respect to Lindygo.

If Lindygo fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to Lindygo and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be our responsibility.

Apple is not responsible for addressing any claims by you or any third party relating to Lindygo or your use of Lindygo, including but not limited to (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.

Apple is not responsible for the investigation, defence, settlement, and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.

You agree to comply with any applicable third-party terms when using Lindygo, including any Usage Rules set forth in the Apple App Store Agreement of Service.

Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Service, and upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary of these Terms of Service.

You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

Right to Terminate

We may suspend or terminate your Lindygo account and right to use Lindygo and these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

Severance

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

Governing Law

These Terms of Service are governed by and construed in accordance with the laws of Delaware. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

Privacy Policy

Your privacy is important to us. It is Lindgo Inc.'s policy to respect your privacy and comply with any applicable law and regulation regarding any personal information we may collect about you, including via our app, Lindygo, and its associated services.

Personal information is any information about you which can be used to identify you. This includes information about you as a person (such as name, address, and date of birth), your devices, payment details, and even information about how you use an app or online service.

In the event our app contains links to third-party sites and services, please be aware that those sites and services have their own privacy policies. After following a link to any third-party content, you should read their posted privacy policy information about how they collect and use personal information. This Privacy Policy does not apply to any of your activities after you leave our app.

This policy is effective as of 28 February 2022.

Last updated: 28 February 2022

Information We Collect

Information we collect falls into one of two categories: "voluntarily provided" information and "automatically collected" information.

"Voluntarily provided" information refers to any information you knowingly and actively provide us when using our app and its associated services.

"Automatically collected" information refers to any information automatically sent by your device in the course of accessing our app and its associated services.

Log Data

When you access our servers via our app, we may automatically log the standard data provided by your device. It may include your device's Internet Protocol (IP) address, your device type and version, your activity within the app, time and date, and other details about your usage.

Additionally, when you encounter certain errors while using the app, we automatically collect data about the error and the circumstances surrounding its occurrence. This data may include technical details about your device, what you were trying to do when the error happened, and other technical information relating to the problem. You may or may not receive notice of such errors, even in the moment they occur, that they have occurred, or what the nature of the error is.

Please be aware that while this information may not be personally identifying by itself, it may be possible to combine it with other data to personally identify individual persons.

Device Data

Our app may access and collect data via your device's in-built tools, such as:

- Your identity
- Location data
- Camera
- Microphone
- Calendar
- Contacts
- Storage, photos and/or media
- Notifications
- Background data refresh
- Mobile data
- Device/app history

When you install the app or use your device's tools within the app, we request permission to access this information. The specific data we collect can depend on the individual settings of your device and the permissions you grant when you install and use the app.

Personal Information

We may ask for personal information — for example, when you submit content to us or when you contact us — which may include one or more of the following:

- Name
- Email
- Social media profiles
- Date of birth
- Phone/mobile number
- Home/mailing address

User-Generated Content

We consider “user-generated content” to be materials (text, image and/or video content) voluntarily supplied to us by our users for the purpose of publication on our platform, website or re-publishing on our social media channels. All user-generated content is associated with the account or email address used to submit the materials.

Please be aware that any content you submit for the purpose of publication will be public after posting (and subsequent review or vetting process). Once published, it may be accessible to third parties not covered under this privacy policy.

Legitimate Reasons for Processing Your Personal Information

We only collect and use your personal information when we have a legitimate reason for doing so. In which instance, we only collect personal information that is reasonably necessary to provide our services to you.

Collection and Use of Information

We may collect personal information from you when you do any of the following on our website:

- Register for an account
- Enter any of our competitions, contests, sweepstakes, and surveys
- Sign up to receive updates from us via email or social media channels
- Use a mobile device or web browser to access our content
- Contact us via email, social media, or on any similar technologies
- When you mention us on social media

We may collect, hold, use, and disclose information for the following purposes, and personal information will not be further processed in a manner that is incompatible with these purposes:

- to provide you with our app and platform's core features and services
- to enable you to customize or personalize your experience of our website
- to deliver products and/or services to you
- to contact and communicate with you
- for analytics, market research, and business development, including to operate and improve our app, associated applications, and associated social media platforms
- for advertising and marketing, including to send you promotional information about our products and services and information about third parties that we consider may be of interest to you
- to consider your employment application
- to enable you to access and use our app, associated platforms, and associated social media channels
- for internal record keeping and administrative purposes
- to run competitions, sweepstakes, and/or offer additional benefits to you
- to comply with our legal obligations and resolve any disputes that we may have
- to attribute any content (e.g. posts and comments) you submit that we publish on our website
- for security and fraud prevention, and to ensure that our sites and apps are safe, secure, and used in line with our terms of use
- for technical assessment, including to operate and improve our app, associated applications, and associated social media platforms

We may combine voluntarily provided and automatically collected personal information with general information or research data we receive from other trusted sources. For example, If you consent to us accessing your social media profiles, we may combine information sourced from those profiles with information received from you directly to provide you with an enhanced experience of our app and services.

Security of Your Personal Information

When we collect and process personal information, and while we retain this information, we will protect it within commercially acceptable means to prevent loss and theft, as well as unauthorized access, disclosure, copying, use, or modification.

Although we will do our best to protect the personal information you provide to us, we advise that no method of electronic transmission or storage is 100% secure, and no one can guarantee absolute data security.

You are responsible for selecting any password and its overall security strength, ensuring the security of your own information within the bounds of our services.

For example, ensuring any passwords associated with accessing your personal information and accounts are secure and confidential.

How Long We Keep Your Personal Information

We keep your personal information only for as long as we need to. This time period may depend on what we are using your information for, in accordance with this privacy policy. For example, if you have provided us with personal information as part of creating an account with us, we may retain this information for the duration your account exists on our system. If your personal information is no longer required for this purpose, we will delete it or make it anonymous by removing all details that identify you.

However, if necessary, we may retain your personal information for our compliance with a legal, accounting, or reporting obligation or for archiving purposes in the public interest, scientific, or historical research purposes or statistical purposes.

Children's Privacy

We do not aim any of our products or services directly at children under the age of 13, and we do not knowingly collect personal information about children under 13.

Disclosure of Personal Information to Third Parties

We may disclose personal information to:

- a parent, subsidiary, or affiliate of our company
- third-party service providers for the purpose of enabling them to provide their services, including (without limitation) IT service providers, data storage, hosting and server

providers, ad networks, analytics, error loggers, debt collectors, maintenance or problem-solving providers, marketing or advertising providers, professional advisors, and payment systems operators

- our employees, contractors, and/or related entities
- our existing or potential agents or business partners
- sponsors or promoters of any competition, sweepstakes, or promotion we run
- credit reporting agencies, courts, tribunals, and regulatory authorities, in the event you fail to pay for goods or services we have provided to you
- courts, tribunals, regulatory authorities, and law enforcement officers, as required by law, in connection with any actual or prospective legal proceedings, or in order to establish, exercise, or defend our legal rights
- third parties, including agents or sub-contractors, who assist us in providing information, products, services, or direct marketing to you
- third parties to collect and process data
- an entity that buys, or to which we transfer all or substantially all of our assets and business

Third parties we currently use include:

- Google Analytics
- MailChimp
- Wix.com
- Google AdSense
- AppLovin
- Paypal
- Stripe
- Square
- Google Payments
- Apple Pay

International Transfers of Personal Information

The personal information we collect is stored and/or processed in United States, and Germany, or where we or our partners, affiliates, and third-party providers maintain facilities.

The countries to which we store, process, or transfer your personal information may not have the same data protection laws as the country in which you initially provided the information. If we transfer your personal information to third parties in other countries: (i) we will perform those transfers in accordance with the requirements of applicable law; and (ii) we will protect the transferred personal information in accordance with this privacy policy.

Your Rights and Controlling Your Personal Information

Your choice: By providing personal information to us, you understand we will collect, hold, use, and disclose your personal information in accordance with this privacy policy. You do not have to provide

personal information to us, however, if you do not, it may affect your use of our app or the products and/or services offered on or through it.

Information from third parties: If we receive personal information about you from a third party, we will protect it as set out in this privacy policy. If you are a third party providing personal information about somebody else, you represent and warrant that you have such person's consent to provide the personal information to us.

Marketing permission: If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by contacting us using the details below.

Access: You may request details of the personal information that we hold about you.

Correction: If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant, or misleading, please contact us using the details provided in this privacy policy. We will take reasonable steps to correct any information found to be inaccurate, incomplete, misleading, or out of date.

Non-discrimination: We will not discriminate against you for exercising any of your rights over your personal information. Unless your personal information is required to provide you with a particular service or offer (for example serving particular content to your device), we will not deny you goods or services and/or charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties, or provide you with a different level or quality of goods or services.

Downloading of Personal Information: We provide a means for you to download the personal information you have shared through our app. Please contact us for more information.

Notification of data breaches: We will comply with laws applicable to us in respect of any data breach.

Complaints: If you believe that we have breached a relevant data protection law and wish to make a complaint, please contact us using the details below and provide us with full details of the alleged breach. We will promptly investigate your complaint and respond to you, in writing, setting out the outcome of our investigation and the steps we will take to deal with your complaint. You also have the right to contact a regulatory body or data protection authority in relation to your complaint.

Unsubscribe: To unsubscribe from our email database or opt-out of communications (including marketing communications), please contact us using the details provided in this privacy policy, or opt-out using the opt-out facilities provided in the communication. We may need to request specific information from you to help us confirm your identity.

Use of Cookies

Our privacy policy covers the use of cookies between your device and our servers. A cookie is a small piece of data that an app may store on your device, typically containing a unique identifier that allows the app servers to recognise your device when you use the app; information about your account, session and/or device; additional data that serves the purpose of the cookie, and any self-maintenance information about the cookie itself.

We use cookies to give your device access to core features of our app, to track app usage and performance on your device, to tailor your experience of our app based on your preferences, and to serve advertising to your device. Any communication of cookie data between your device and our servers occurs within a secure environment.

Please refer to our Cookie Policy for more information.

Business Transfers

If we or our assets are acquired, or in the unlikely event that we go out of business or enter bankruptcy, we would include data, including your personal information, among the assets transferred to any parties who acquire us. You acknowledge that such transfers may occur, and that any parties who acquire us may, to the extent permitted by applicable law, continue to use your personal information according to this policy, which they will be required to assume as it is the basis for any ownership or use rights we have over such information.

Limits of Our Policy

Our app may link to external sites that are not operated by us. Please be aware that we have no control over the content and policies of those sites, and cannot accept responsibility or liability for their respective privacy practices.

Changes to This Policy

At our discretion, we may change our privacy policy to reflect updates to our business processes, current acceptable practices, or legislative or regulatory changes. If we decide to change this privacy policy, we will post the changes here and on our website.

If the changes are significant, or if required by applicable law, we will contact you (based on your selected preferences for communications from us) and all our registered users with the new details and links to the updated or changed policy.

If required by law, we will get your permission or give you the opportunity to opt in to or opt out of, as applicable, any new uses of your personal information.

Additional Disclosures for Australian Privacy Act Compliance (AU)

International Transfers of Personal Information

Where the disclosure of your personal information is solely subject to Australian privacy laws, you acknowledge that some third parties may not be regulated by the Privacy Act and the Australian Privacy Principles in the Privacy Act. You acknowledge that if any such third party engages in any act or practice that contravenes the Australian Privacy Principles, it would not be accountable under the Privacy Act, and you will not be able to seek redress under the Privacy Act.

Additional Disclosures for General Data Protection Regulation (GDPR) Compliance (EU)

Data Controller / Data Processor

The GDPR distinguishes between organisations that process personal information for their own purposes (known as “data controllers”) and organizations that process personal information on behalf of other organizations (known as “data processors”). We, Lindgo Inc., located at the address provided in our Contact Us section, are a Data Controller with respect to the personal information you provide to us.

Legal Bases for Processing Your Personal Information

We will only collect and use your personal information when we have a legal right to do so. In which case, we will collect and use your personal information lawfully, fairly, and in a transparent manner.

If we seek your consent to process your personal information, and you are under 16 years of age, we will seek your parent or legal guardian’s consent to process your personal information for that specific purpose.

Our lawful bases depend on the services you use and how you use them. This means we only collect and use your information on the following grounds:

Consent From You

Where you give us consent to collect and use your personal information for a specific purpose. You may withdraw your consent at any time using the facilities we provide; however this will not affect any use of your information that has already taken place. You may consent to providing your name and contact details for the purpose of entering a giveaway or promotion. While you may withdraw your entry at any time, this will not affect any selection or judging that has already taken place. If you have any further enquiries about how to withdraw your consent, please feel free to enquire using the details provided in the Contact Us section of this privacy policy.

Performance of a Contract or Transaction

Where you have entered into a contract or transaction with us, or in order to take preparatory steps prior to our entering into a contract or transaction with you. For example, we need technical information about your device in order to provide the essential features of our app.

Our Legitimate Interests

Where we assess it is necessary for our legitimate interests, such as for us to provide, operate, improve and communicate our services. For example, we collect technical information about your device in order to improve and personalize your experience of our app. We consider our legitimate interests to include research and development, understanding our audience, marketing and promoting our services, measures taken to operate our services efficiently, marketing analysis, and measures taken to protect our legal rights and interests.

Compliance with Law

In some cases, we may have a legal obligation to use or keep your personal information. Such cases may include (but are not limited to) court orders, criminal investigations, government requests, and regulatory obligations. If you have any further enquiries about how we retain personal information in order to comply with the law, please feel free to enquire using the details provided in the Contact Us section of this privacy policy.

International Transfers Outside of the European Economic Area (EEA)

We will ensure that any transfer of personal information from countries in the European Economic Area (EEA) to countries outside the EEA will be protected by appropriate safeguards, for example by using standard data protection clauses approved by the European Commission, or the use of binding corporate rules or other legally accepted means.

Your Rights and Controlling Your Personal Information

Restrict: You have the right to request that we restrict the processing of your personal information if (i) you are concerned about the accuracy of your personal information; (ii) you believe your personal information has been unlawfully processed; (iii) you need us to maintain the personal information solely for the purpose of a legal claim; or (iv) we are in the process of considering your objection in relation to processing on the basis of legitimate interests.

Objecting to processing: You have the right to object to processing of your personal information that is based on our legitimate interests or public interest. If this is done, we must provide compelling legitimate grounds for the processing which overrides your interests, rights, and freedoms, in order to proceed with the processing of your personal information.

Data portability: You may have the right to request a copy of the personal information we hold about you. Where possible, we will provide this information in CSV format or other easily readable machine format. You may also have the right to request that we transfer this personal information to a third party.

Deletion: You may have a right to request that we delete the personal information we hold about you at any time, and we will take reasonable steps to delete your personal information from our current records. If you ask us to delete your personal information, we will let you know how the deletion affects your use of our app, website or products and services. There may be exceptions to this right for specific legal reasons which, if applicable, we will set out for you in response to your request. If you terminate or delete your account, we will delete your personal information within 90 days of the deletion of your account. Please be aware that search engines and similar third parties may still retain copies of your personal information that has been made public at least once, like certain profile information and public comments, even after you have deleted the information from our services or deactivated your account.

Additional Disclosures for California Compliance (US)

Under California Civil Code Section 1798.83, if you live in California and your business relationship with us is mainly for personal, family, or household purposes, you may ask us about the information we release to other organizations for their marketing purposes.

To make such a request, please contact us using the details provided in this privacy policy with “Request for California privacy information” in the subject line. You may make this type of request once every calendar year. We will email you a list of categories of personal information we revealed to other organisations for their marketing purposes in the last calendar year, along with their names and addresses. Not all personal information shared in this way is covered by Section 1798.83 of the California Civil Code.

Do Not Track

Some browsers have a “Do Not Track” feature that lets you tell websites that you do not want to have your online activities tracked. At this time, we do not respond to browser “Do Not Track” signals.

We adhere to the standards outlined in this privacy policy, ensuring we collect and process personal information lawfully, fairly, transparently, and with legitimate, legal reasons for doing so.

Cookies and Pixels

At all times, you may decline cookies from our site if your browser permits. Most browsers allow you to activate settings on your browser to refuse the setting of all or some cookies. Accordingly, your ability to limit cookies is based only on your browser’s capabilities. Please refer to the Cookies section of this privacy policy for more information.

CCPA-permitted financial incentives

In accordance with your right to non-discrimination, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels for the goods or services we provide.

Any CCPA-permitted financial incentive we offer will reasonably relate to the value of your personal information, and we will provide written terms that describe clearly the nature of such an offer. Participation in a financial incentive program requires your prior opt-in consent, which you may revoke at any time.

California Notice of Collection

In the past 12 months, we have collected the following categories of personal information enumerated in the California Consumer Privacy Act:

- Identifiers, such as name, email address, phone number account name, IP address, and an ID or number assigned to your account.

- Customer records, such as billing and shipping address, and credit or debit card data.
- Demographics, such as your age or gender. This category includes data that may qualify as protected classifications under other California or federal laws.
- Commercial information, such as products or services history and purchases.
- Internet activity, such as your interactions with our service.
- Audio or visual data, such as photos or videos you share with us or post on the service.
- Geolocation data.
- Employment and education data, such as data you provide when you apply for a job with us.
- Inferences, such as information about your interests, preferences and favorites.

For more information on information we collect, including the sources we receive information from, review the “Information We Collect” section. We collect and use these categories of personal information for the business purposes described in the “Collection and Use of Information” section, including to provide and manage our Service.

Right to Know and Delete

If you are a California resident, you have rights to delete your personal information we collected and know certain information about our data practices in the preceding 12 months. In particular, you have the right to request the following from us:

- The categories of personal information we have collected about you;
- The categories of sources from which the personal information was collected;
- The categories of personal information about you we disclosed for a business purpose or sold;
- The categories of third parties to whom the personal information was disclosed for a business purpose or sold;
- The business or commercial purpose for collecting or selling the personal information; and
- The specific pieces of personal information we have collected about you.

To exercise any of these rights, please contact us using the details provided in this privacy policy.

Shine the Light

If you are a California resident, in addition to the rights discussed above, you have the right to request information from us regarding the manner in which we share certain personal information as defined by California’s “Shine the Light” with third parties and affiliates for their own direct marketing purposes.

To receive this information, send us a request using the contact details provided in this privacy policy. Requests must include “California Privacy Rights Request” in the first line of the description and include your name, street address, city, state, and ZIP code.

Contact Us

For any questions or concerns regarding your privacy, you may contact us using the following details:

Alejandro Bastidas

bastiler21@gmail.com

Cookie Policy

We use cookies to help improve your experience of our website at <https://lindygo.com>. This cookie policy is part of Lindgo Inc.'s privacy policy. It covers the use of cookies between your device and our site.

We also provide basic information on third-party services we may use, who may also use cookies as part of their service. This policy does not cover their cookies.

If you don't wish to accept cookies from us, you should instruct your browser to refuse cookies from <https://lindygo.com>. In such a case, we may be unable to provide you with some of your desired content and services.

What is a cookie?

A cookie is a small piece of data that a website stores on your device when you visit. It typically contains information about the website itself, a unique identifier that allows the site to recognize your web browser when you return, additional data that serves the cookie's purpose, and the lifespan of the cookie itself.

Cookies are used to enable certain features (e.g. logging in), track site usage (e.g. analytics), store your user settings (e.g. time zone, notification preferences), and to personalize your content (e.g. advertising, language).

Cookies set by the website you are visiting are usually referred to as first-party cookies. They typically only track your activity on that particular site.

Cookies set by other sites and companies (i.e. third parties) are called third-party cookies. They can be used to track you on other websites that use the same third-party service.

Types of cookies and how we use them

Essential cookies

Essential cookies are crucial to your experience of a website, enabling core features like user logins, account management, shopping carts, and payment processing.

We use essential cookies to enable certain functions on our website.

Performance cookies

Performance cookies track how you use a website during your visit. Typically, this information is anonymous and aggregated, with information tracked across all site users. They help companies understand visitor usage patterns, identify and diagnose problems or errors their users may encounter, and make better strategic decisions in improving their audience's overall website experience. These cookies may be set by the website you're visiting (first-party) or by third-party services. They do not collect personal information about you.

We use performance cookies on our site.

Functionality cookies

Functionality cookies are used to collect information about your device and any settings you may configure on the website you're visiting (like language and time zone settings). With this information, websites can provide you with customized, enhanced, or optimized content and services. These cookies may be set by the website you're visiting (first-party) or by third-party services.

We use functionality cookies for selected features on our site.

Targeting/advertising cookies

Targeting/advertising cookies help determine what promotional content is most relevant and appropriate to you and your interests. Websites may use them to deliver targeted advertising or limit the number of times you see an advertisement. This helps companies improve the effectiveness of their campaigns and the quality of content presented to you. These cookies may be set by the website you're visiting (first-party) or by third-party services. Targeting/advertising cookies set by third-parties may be used to track you on other websites that use the same third-party service.

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Acceptable Use Policy

This acceptable use policy covers the products, services, and technologies (collectively referred to as the "Products") provided by Lindgo Inc. under any ongoing agreement. It's designed to protect us, our customers, and the general Internet community from unethical, irresponsible, and illegal activity.

Lindgo Inc. customers found engaging in activities prohibited by this acceptable use policy can be liable for service suspension and account termination. In extreme cases, we may be legally obliged to report such customers to the relevant authorities.

This policy was last reviewed on 28 February 2022.

Fair use

We provide our facilities with the assumption your use will be “business as usual”, as per our offer schedule. If your use is considered to be excessive, then additional fees may be charged, or capacity may be restricted.

We are opposed to all forms of abuse, discrimination, rights infringement, and/or any action that harms or disadvantages any group, individual, or resource. We expect our customers and, where applicable, their users (“end-users”) to likewise engage our Products with similar intent.

Customer accountability

We regard our customers as being responsible for their own actions as well as for the actions of anyone using our Products with the customer’s permission. This responsibility also applies to anyone using our Products on an unauthorized basis as a result of the customer’s failure to put in place reasonable security measures.

By accepting Products from us, our customers agree to ensure adherence to this policy on behalf of anyone using the Products as their end users. Complaints regarding the actions of customers or their end-users will be forwarded to the nominated contact for the account in question.

If a customer — or their end-user or anyone using our Products as a result of the customer — violates our acceptable use policy, we reserve the right to terminate any Products associated with the offending account or the account itself or take any remedial or preventative action we deem appropriate, without notice. To the extent permitted by law, no credit will be available for interruptions of service resulting from any violation of our acceptable use policy.

Prohibited activity

Copyright infringement and access to unauthorized material

Our Products must not be used to transmit, distribute or store any material in violation of any applicable law. This includes but isn’t limited to:

- i. any material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and
- ii. any material that is obscene, defamatory, constitutes an illegal threat or violates export control laws.

The customer is solely responsible for all material they input, upload, disseminate, transmit, create or publish through or on our Products, and for obtaining legal permission to use any works included in such material.

SPAM and unauthorized message activity

Our Products must not be used for the purpose of sending unsolicited bulk or commercial messages in violation of the laws and regulations applicable to your jurisdiction (“spam”). This includes but isn’t limited to sending spam, soliciting customers from spam sent from other service providers, and collecting replies to spam sent from other service providers.

Our Products must not be used for the purpose of running unconfirmed mailing lists or telephone number lists (“messaging lists”). This includes but isn’t limited to subscribing email addresses or telephone numbers to any messaging list without the permission of the email address or telephone number owner, and storing any email addresses or telephone numbers subscribed in this way. All

messaging lists run on or hosted by our Products must be “confirmed opt-in”. Verification of the address or telephone number owner’s express permission must be available for the lifespan of the messaging list.

We prohibit the use of email lists, telephone number lists or databases purchased from third parties intended for spam or unconfirmed messaging list purposes on our Products.

This spam and unauthorized message activity policy applies to messages sent using our Products, or to messages sent from any network by the customer or any person on the customer’s behalf, that directly or indirectly refer the recipient to a site hosted via our Products.

Unethical, exploitative, and malicious activity

Our Products must not be used for the purpose of advertising, transmitting, or otherwise making available any software, program, product, or service designed to violate this acceptable use policy, or the acceptable use policy of other service providers. This includes but isn’t limited to facilitating the means to send spam and the initiation of network sniffing, pinging, packet spoofing, flooding, mail-bombing, and denial-of-service attacks.

Our Products must not be used to access any account or electronic resource where the group or individual attempting to gain access does not own or is not authorized to access the resource (e.g. “hacking”, “cracking”, “phreaking”, etc.).

Our Products must not be used for the purpose of intentionally or recklessly introducing viruses or malicious code into our Products and systems.

Our Products must not be used for purposely engaging in activities designed to harass another group or individual. Our definition of harassment includes but is not limited to denial-of-service attacks, hate-speech, advocacy of racial or ethnic intolerance, and any activity intended to threaten, abuse, infringe upon the rights of, or discriminate against any group or individual.

Other activities considered unethical, exploitative, and malicious include:

1. Obtaining (or attempting to obtain) services from us with the intent to avoid payment;
2. Using our facilities to obtain (or attempt to obtain) services from another provider with the intent to avoid payment;
3. The unauthorized access, alteration, or destruction (or any attempt thereof) of any information about our customers or end-users, by any means or device;
4. Using our facilities to interfere with the use of our facilities and network by other customers or authorized individuals;
5. Publishing or transmitting any content of links that incite violence, depict a violent act, depict child pornography, or threaten anyone’s health and safety;
6. Any act or omission in violation of consumer protection laws and regulations;
7. Any violation of a person’s privacy.

Our Products may not be used by any person or entity, which is involved with or suspected of involvement in activities or causes relating to illegal gambling; terrorism; narcotics trafficking; arms trafficking or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles; in each case including any affiliation with others whatsoever who support the above such activities or causes.

Unauthorized use of Lindgo Inc. property

We prohibit the impersonation of Lindgo Inc., the representation of a significant business relationship with Lindgo Inc., or ownership of any Lindgo Inc. property (including our Products and brand) for the purpose of fraudulently gaining service, custom, patronage, or user trust.

About this policy

This policy outlines a non-exclusive list of activities and intent we deem unacceptable and incompatible with our brand.

We reserve the right to modify this policy at any time by publishing the revised version on our website. The revised version will be effective from the earlier of:

- the date the customer uses our Products after we publish the revised version on our website; or
- 30 days after we publish the revised version on our website.