



Terms and conditions

Please read carefully these terms and conditions, namely all of the following clauses entitled as: «User agreement», «Limitations of use», «Crowdsale terms», «Disclaimer of warranties», «Limitation of liability», «Indemnification», «Use of personally identifiable information», «Availability», «Final provisions», and «Company details». If you have any doubts about the actions you should take or something isn't clear to you, you should consult your personal legal, financial, tax or other professional advisor(s).

User agreement

The following are terms of a legal agreement (hereinafter referred to as the «Agreement») between you, individually and/or as an agent on behalf of an entity or another registered user (hereinafter referred to as the «User») and Younk OÜ, a company registered in accordance with the Law of The Republic of Estonia (hereinafter referred to as the «Company» or «Younk»), separately referred to as «Party», and jointly – «the Parties» that set forth the terms and conditions for using this website at <https://younk.io>, including any subdomain thereof (hereinafter referred to as the «Site»). This Site is being provided to the User according to the Agreement. By accessing, browsing and/or using the Site, the User confirms that he (she) has read, understood, and agreed to be bound by the terms of this Agreement and to comply with all applicable laws and regulations.

The Company reserves the right to amend this Agreement at any time and will notify the User of any such changes by posting the revised Agreement on the Site. The User should check this Agreement on the Site for changes periodically. All changes shall be effective upon posting. If the User continues using the Site after any changes to the Agreement take place, it means the User accepts such changes. For technical reasons or at the request of regulatory authorities the Company may terminate, suspend, change, or restrict access to all or any part of this Site without liability.

Younk products and services

Younk is a blockchain based community label in which anyone can participate. Just register and start your game. Artists upload their works. Community follow up, streaming and looking for potential hits. Top of community interest will be pitched for funding. Marking the artist work with token activates smart contract between community and artist. All income from distribution, syncs, performing rights societies etc. is distributed within community according to smart contracts fixing the ownership of every community member.

Limitations of use

The copyright on all material of this Site, including, without limitation: the text, data, articles, design, source code, software, photos, images and other information (collectively the «Content»), is held by the Company or by the original creator of the material and is protected by the copyright laws of Estonia or treaties. The User agrees to abstain from copying, reproducing, distributing, republishing, displaying, posting or transmitting in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of the Company. The User confirms that the Content is and shall remain the property of the Company. The User must refrain from participating in the sale or transfer of the Content, in whole or in part. The use of the Content on any other website, including linking or framing, or in any networked computer environment for any purpose, is prohibited without the Company's prior written approval.

All data obtained from or provided by the Company, regardless of the method of delivery, is strictly forbidden to publish and distribute. Moreover, the User agrees not to use data provided by the Company, regardless of the method of delivery, for any competing purposes, and the User agrees to use such data only for the purpose of purchasing products and services of the Company.

The User agrees to use the Content and the Site only for lawful purposes. The User is prohibited from any use of the Content or the Site that would constitute a violation of any applicable law, regulation, rule or ordinance of any state or locality or of any international law or treaty, or that could lead to any liability under civil or criminal law. Any unauthorized use of the Site, including but not limited to: unauthorized entry into the Company's systems, misuse of passwords, or misuse of any information posted on the Site is strictly forbidden. The Company makes no statements concerning whether the Content may be downloaded or is appropriate for using at any state of the world. If the User accesses this Site and uses Younk products and services from the United States of America, People's Republic of China, Hong Kong, Canada, the UK the User is solely responsible for ensuring compliance with the laws of the User's specific jurisdiction. The User's eligibility for particular products or services is subject to final determination by the Company.

Crowdsale Terms

By transferring crypto assets to the Smart Contract System and the Smart Contract System creating YNK tokens, the User understands and accepts that the User makes a contribution into a Smart Contract System for the development of the Younk products and services, as further described in the Younk project Whitepaper. For the Whitepaper and/or further information on the Younk project visit: younk.io

The information found in the Whitepaper and on the Site is descriptive only, is not binding and does not form part of the Agreement.

The User is conscious of the fact, that even if Younk products and services are successfully developed and released, partly or in full, there is still a risk they could be fully or partly reformed due to regulatory requirements or force majeure reasons. Therefore, the User understands and accepts that the transfer of crypto assets to the Smart Contract System and the creation of YNK tokens by the Smart Contract System carry significant financial, regulatory and/or reputational risks (including complete loss of value of created YNK tokens (if any), and attributed features of Younk products and services).

By purchasing YNK tokens the User also agrees with all of the disclaimer provisions described follows. By transferring crypto assets to the Smart Contract System, the User expressly agrees to all of the terms and conditions set forth in Smart Contract System Code written in the Ethereum-based YNKblockchain and in this document, which is incorporated by reference herein. The User further confirms that he (she) has carefully reviewed the Smart Contract System Code, its functions and the terms and conditions set forth in this document and has fully understood all the risks and costs of creating YNK tokens and contributing into the Smart Contract System for the development of the Younk products and services.

YNK tokens

In order to further develop the platform, cover marketing, legal support and other expenses and enter the global market as soon as possible the Company is going to raise extra funding by running an ICO campaign. YNK token are infrastructure tokens. In the future, YNK tokens will be necessary for the proper use of some Younk products and services. YNK token holders also will perform the roles of node, smart contract designer and/or arbitrator, and receive additional rewards in YNK tokens. YNK token is developed on Ethereum-based blockchain.

Disclaimer of warranties

Neither the Company, nor any of its affiliates, providers or their respective officers, directors, employees, agents, independent contractors or licensors (jointly - the «Affiliates») guarantees the accuracy, adequacy, timeliness, reliability, completeness or usefulness of any of the Content and the Affiliates disclaim liability for errors or omissions in the Content. This Site and all of the Content is provided «as is» and «as available» without any warranty, either express or implied, including the implied warranties of merchantability, suitability for specific purposes in cases where it is impeded by legal regulation in the User's jurisdiction or force majeure circumstances.

Additionally, there are no warranties as to the results of the User's application of the Content. The Affiliates do not warrant that the Site is free of viruses or other harmful components, but take all possible measures to prevent their occurrence. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

The Affiliates may make changes in the Content and the Site at any time without prior notice to the User and without any liability to the User. Any dated information is published as of its declared date only, and the Affiliates do not undertake any obligation or responsibility to update or amend any such information. The Affiliates reserve the right to terminate any or all the Site offerings or transmissions without prior notice to the User. This Site could contain technical inaccuracies or typographical errors. Use of this Site is at the User's own risk.

Limitation of liability

By purchasing Younk products and services the User confirms that the User is aware of all the risks associated with cryptocurrency market, its legal regulation in various jurisdictions and understands that the Company is not responsible for the cost of the cryptocurrency the User is dealing with while using Younk products and services. Under no circumstances the Affiliates will be liable for any damages including general, special, direct, indirect, incidental, consequential, punitive or any other damages (including, without limitation, lost profits or business interruption) of any kind whether in an action in contract or negligence arising or relating in any way to the use or inability to use by any party of the content, the Site or any third-party site to which this Site is linked, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Affiliates, or representatives thereof, are advised of the possibility of such damages, losses or expenses. The Affiliates are not liable for any defamatory, offensive or illegal conduct of the User. The User's sole remedy for dissatisfaction with this Site is to stop using the Site.

If the User uses materials from this Site results in the need for servicing, repair or correction of equipment or data, the User assumes any costs thereof. If the foregoing limitation is found to be invalid, the User agrees that the Affiliates' total liability for all damages, losses, or causes of action of any kind or nature shall be limited to the greatest extent permitted by applicable law.

Indemnification

The User agrees to indemnify and hold harmless the Affiliates from and against any and all claims, losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by the Affiliates in connection with any claim by a third party (including any intellectual property claim) arising out of (i) materials and content the User submits to, post to or transmit through the Site, or (ii) the User's use of the Site in violation of this Agreement or in violation of any applicable law. The User further agrees that the User will cooperate fully in the defence of any such claims. The Affiliates reserve the right, at their own expense, to assume the exclusive defence and control of any matter that is otherwise a subject to indemnification by the User, and the User will not in any event settle any such claim or matter without the written consent of the Company. The User further agrees to indemnify and hold harmless the Affiliates from any claim arising from a third party's use of information or materials of any kind that the User posts to the Site.

Use of personally identifiable information

The Company's practices and policies with respect to the collection and use of personally identifiable information are governed by the Company's Privacy Policy

Availability

This Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to applicable law or regulation. By offering this Site and Content no distribution or solicitation is made by the Company to any person to use the Site or Content in jurisdictions where the provision of the Site and/or Content is prohibited by law.

Applicable Law and Dispute Resolution

This Agreement will be governed, construed and interpreted under the laws of the Republic of Estonia. The Parties do not intend that this Agreement will be enforceable by any person who is not a party to this Agreement.

Any claims or disputes of the User related to Younk products and services should be resolved between the Parties.

Except as may have been otherwise provided herein, any controversy, claim or dispute arising out of, or in connection with, this Agreement that cannot be settled amicably by conciliation between the Parties within ninety (90) days of initiating such process of conciliation shall be exclusively referred to the Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with its regulations. The seat of the arbitration shall be Estonia and the language of the arbitration will be English.

Waiver

No failure or delay by the Company in exercising any right, power or privilege shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement or applicable law. No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law or in equity, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. The election of any one or more of such remedies by the Company shall not constitute a waiver by the Company of the right to pursue any other available remedies.

Force majeure

None of the Parties will be held liable for any failure or delay in performing its obligations under this Agreement where such failure or delay can be attributed to force majeure events which are outside the control of that Party.

Force majeure events shall include, but are not limited to fires, floods, natural disasters, an outbreak or escalation of hostilities, war, riots or civil disorders, acts of terrorism, internet failures, failures of telecommunications or electrical power lines, labour disputes, acts or omissions or government authorities prohibiting a Party from performing its obligations under this Agreement, or orders of domestic or foreign courts or tribunals, government sanctions, or legislative changes.

In the occurrence of a force majeure event, the non-performing Party will be excused from any performance of the obligations affected by the event only for as long as the force majeure event continues. The non-performing Party shall use commercially reasonable efforts to mitigate the impact of the force majeure event and to resume performance.

Final Provisions

By using the Site, the User indicates that has read this Agreement and has no complaints about their content. The current version of Agreement is publicly available [here](#).

This Agreement is written in English. If it is necessary, the User can seek the services of a qualified interpreter to translate the Agreement in any another language for examination.

In case of discrepancies between the English and foreign language versions of the Agreement, the English version will prevail. In case that one or more provisions hereof become invalid or unenforceable for any reason, this will not affect the validity or applicability of the remaining provisions.

This Agreement is effective until terminated by the Company. The Company may terminate this Agreement at any time without notice, or suspend or terminate the User's access and use of the Site at any time, with or without cause, in the Company's absolute discretion and without notice. The following provisions of this Agreement shall survive termination of the User's use or access to the Site: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and Final Provisions, and any other provision that by its terms survives termination of the User's use or access to the Site.

Company details

If the User has any questions related to this Agreement, the Younk products and services or Younk ICO, feel free to contact us in our email: team@younk.io