

COMMUNITY GUIDELINES

SIA Synchron - shookout.com

Effective Date: 07.04.2026

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1. INTRODUCTION

1.1 Purpose

These Community Guidelines ("**Guidelines**") establish the standards of conduct and content requirements for all users of the shookout.com digital goods marketplace (the "**Platform**"), operated by SIA Synchron, a limited liability company incorporated under the laws of the Republic of Latvia, registration number 40203436468, registered address Unijas iela 74A - 45, Riga, Latvia ("**Company**," "**we**," "**us**," or "**our**").

1.2 Scope and Application

These Guidelines apply to all Users of the Platform, including Visitors, Buyers, Sellers, and any other individuals or entities interacting with the Platform. They apply to all content uploaded, listed, submitted, communicated, or otherwise made available through the Platform, including Digital Goods, product listings, descriptions, previews, reviews, comments, ratings, profile information, messages, and any other User Content.

1.3 Relationship to Other Documents

These Guidelines supplement and form part of the contractual framework consisting of:

- [Terms of Service](#): the binding legal agreement governing Platform use;
- [Seller Agreement](#): additional obligations for Sellers;
- [Privacy Policy](#): data collection, use, and protection;
- [Refund & Return Policy](#): refund eligibility and procedures.

Where these Guidelines describe prohibited conduct or content, enforcement is carried out in accordance with the [Terms of Service](#) (Section 9), the [Seller Agreement](#) (Section 11), and the enforcement framework set forth in Section 8 of these Guidelines. In the event of conflict between these Guidelines and the Terms of Service or Seller Agreement, the Terms of Service or Seller Agreement (as applicable) shall prevail.

1.4 Regulatory Framework

These Guidelines are designed to align with: (a) Regulation (EU) 2022/2065 (the Digital Services Act, "**DSA**"), including obligations relating to content moderation, notice-and-action, transparency, and trusted flaggers; (b) Regulation (EU) 2024/1689 (the EU AI Act), including transparency obligations for AI-generated content; (c) Directive 2011/83/EU (Consumer Rights Directive); (d) applicable intellectual property law, including the DMCA (17 U.S.C. § 512) and the EU Copyright Directive (Directive 2019/790); and (e) applicable national laws in all jurisdictions where the Platform operates.

2. CORE PRINCIPLES

2.1 The Platform is built on the following principles, which inform all moderation and enforcement decisions:

(a) Legality. All content and conduct on the Platform must comply with applicable laws. Content that is illegal under EU law, Latvian law, or the law of the jurisdiction from which it is uploaded or to which it is directed, is prohibited.

(b) Respect for Intellectual Property. Creators' rights are the foundation of the digital goods economy. Every product on the Platform must be the legitimate creation of the Seller or fully and properly licensed for the distribution model used.

(c) Honesty and Transparency. Listings must accurately represent the Digital Goods offered. AI-generated content must be disclosed. Reviews and ratings must reflect genuine experiences. Deception in any form is prohibited.

(d) Safety. The Platform must be free of content that is harmful, dangerous, or exploitative. This includes malware, fraud, hate speech, and content that endangers vulnerable individuals.

(e) Fairness. Enforcement is proportionate, consistent, and subject to appeal. Users are informed of the reasons for moderation decisions and given an opportunity to respond.

(f) Community. The Platform fosters a professional, constructive environment. Harassment, abuse, and disruptive behaviour undermine the community and will not be tolerated.

3. PROHIBITED CONTENT

3.1 Illegal Content

The following content is strictly prohibited:

(a) Content that violates applicable criminal law, including but not limited to: material depicting or promoting child sexual abuse or exploitation (CSAM); content

inciting terrorism or violent extremism; content facilitating trafficking in human beings, drugs, weapons, or other prohibited goods; and content constituting fraud or forgery.

(b) Content that violates applicable civil law, including: defamatory content (where the defamatory nature is evident on its face); content violating court orders, injunctions, or regulatory directives; and content violating applicable consumer protection law.

(c) Sanctions-Violating Content: Digital Goods or transactions that violate applicable economic sanctions, including OFAC, EU, UN, and Latvian national sanctions, as detailed in the [Terms of Service](#), Section 7.

3.2 Intellectual Property Infringing Content

The following is prohibited (see Section 4 for detailed IP rules):

(a) Digital Goods that infringe any third-party copyright, trademark, patent, trade secret, or other intellectual property right;

(b) Pirated, cracked, nulled, or otherwise unlawfully distributed software or digital content;

(c) Digital Goods incorporating third-party assets (stock images, fonts, code libraries, templates) without valid licences permitting the distribution model used on the Platform;

(d) Counterfeit or misleadingly branded content;

(e) Content that circumvents or facilitates circumvention of technical protection measures (DRM).

3.3 Harmful and Dangerous Content

(a) **Malware and Malicious Code:** Digital Goods containing viruses, trojans, ransomware, spyware, adware, cryptocurrency miners, backdoors, keyloggers, or any other code designed to damage, disrupt, or gain unauthorised access to systems, devices, or data.

(b) **Phishing and Social Engineering:** Content designed to fraudulently obtain personal information, credentials, financial data, or to impersonate individuals or organisations.

(c) **Exploit Kits and Hacking Tools:** Tools or content designed primarily for unauthorised access to computer systems, networks, or data, except where offered for legitimate security research purposes and clearly labelled as such.

3.4 Deceptive and Fraudulent Content

(a) **Misleading Listings:** Product descriptions, previews, or screenshots that materially misrepresent the Digital Good's functionality, appearance, content, or scope.

(b) **Bait-and-Switch:** Listing one product but delivering a materially different or inferior product.

(c) **Fake Scarcity or Urgency:** False claims of limited availability, artificial countdown timers, or manufactured urgency designed to pressure Buyers.

(d) **Fake Reviews and Ratings:** Fabricated, purchased, incentivised (without disclosure), or coordinated reviews and ratings, whether positive (for the Seller's own products) or negative (for competitors' products).

(e) **Ranking Manipulation:** Artificial inflation of sales, views, or search rankings through fake accounts, bots, purchased traffic, or coordinated schemes.

(f) **False Seller Identity:** Misrepresentation of the Seller's identity, qualifications, credentials, or business status.

3.5 Hateful, Violent, and Discriminatory Content

(a) **Hate Speech:** Content that promotes hatred, violence, or discrimination against individuals or groups based on race, ethnicity, national origin, religion, gender, gender identity, sexual orientation, disability, age, or any other protected characteristic under applicable law.

(b) **Incitement to Violence:** Content that directly incites, threatens, glorifies, or promotes violence against any person or group.

(c) **Terrorist and Violent Extremist Content:** Content produced by, or promoting, designated terrorist organisations; content that glorifies, recruits for, or provides instructional materials for acts of terrorism or violent extremism.

(d) **Harassment and Bullying:** Content targeting specific individuals with threats, intimidation, doxxing (publishing private information), or sustained abusive behaviour.

3.6 Adult and Sexually Explicit Content

(a) Sexually explicit content, pornographic material, and Digital Goods with a primary purpose of sexual gratification are **prohibited** on the Platform.

(b) Artistic nudity in Digital Goods (e.g., fine art, anatomy references for artists) may be permitted where: (i) the content has clear artistic, educational, or professional merit; (ii) the listing is accurately categorised and appropriately labelled; and (iii) the content does not depict or sexualise minors in any form, whether real, AI-generated, or illustrated.

(c) **Non-Consensual Intimate Imagery (NCII)**, including AI-generated intimate depictions of real persons without their consent, is strictly prohibited regardless of artistic merit claims.

3.7 Spam and Low-Quality Content

- (a) **Spam:** Mass uploading of identical, near-identical, or trivially differentiated Digital Goods designed to flood search results or categories.
- (b) **Keyword Stuffing:** Inserting irrelevant, misleading, or excessive keywords in titles, descriptions, or tags to manipulate search visibility.
- (c) **Empty or Placeholder Listings:** Listings without functional Digital Goods, or with placeholder content intended to reserve categories or keywords.
- (d) **Duplicate Listings:** Multiple listings for the same Digital Good from the same Seller (except where offered with meaningfully different licence tiers).

3.8 Privacy-Violating Content

- (a) Digital Goods containing the personal data, likeness, voice, or other identifying information of third parties without valid legal basis or consent;
- (b) Tools or templates designed to facilitate identity theft, impersonation, or surveillance of individuals;
- (c) Databases or datasets containing personal data obtained without lawful consent or legal basis.

4. INTELLECTUAL PROPERTY RULES

4.1 Fundamental Rule

Every Digital Good listed on the Platform must be: (a) originally created by the Seller; or (b) fully and properly licensed by the rights holder for the type of distribution offered on the Platform (including sublicensing to Buyers where the licence terms permit).

4.2 What Constitutes IP Infringement

The following acts constitute intellectual property infringement on the Platform:

- (a) Uploading, listing, or distributing Digital Goods that copy, reproduce, or are substantially similar to copyrighted works of third parties without authorisation;
- (b) Using third-party trademarks, logos, brand names, or trade dress in listings, product names, or Digital Goods without authorisation, in a manner likely to cause confusion;
- (c) Incorporating stock assets, fonts, icons, code libraries, or other third-party materials under licences that do not permit redistribution or sublicensing in the manner offered;
- (d) Reselling, redistributing, or relicensing Digital Goods purchased from other platforms or creators without express authorisation from the original rights holder;

(e) Selling "PLR" (Private Label Rights) or "MRR" (Master Resale Rights) content without verifying and complying with all upstream licence conditions;

(f) Removing, altering, or obscuring copyright notices, watermarks, author attribution, or licence information from third-party content.

4.3 Third-Party Asset Documentation

Sellers who incorporate third-party assets in their Digital Goods must: (a) maintain records of all licences authorising such use; (b) ensure that each licence permits the specific distribution model used on the Platform (e.g., extended licence for items sold to multiple Buyers); and (c) provide such documentation to Company upon request within seven (7) days. Failure to produce licence documentation upon request constitutes grounds for immediate listing removal and may result in account suspension.

4.4 Open-Source Compliance

Digital Goods incorporating open-source software components must: (a) comply with all applicable open-source licence terms (e.g., MIT, GPL, Apache, Creative Commons); (b) disclose all open-source components and their respective licences in the product listing; (c) not impose licence terms that conflict with the open-source licences of incorporated components; and (d) include all required attribution notices and licence texts.

4.5 Notice and Takedown

IP infringement reports are handled through the procedures set forth in the [Terms of Service](#), Section 8 (DMCA and DSA notice-and-action). Company will act on valid notices without undue delay. Sellers are informed of takedowns and may submit counter-notifications or complaints through the process described in the [Terms of Service](#).

5. AI-GENERATED CONTENT RULES

5.1 Mandatory Disclosure

All Digital Goods that are substantially AI-generated or AI-assisted must be clearly disclosed as such. This requirement is set forth in detail in the [Seller Agreement](#), Section 5, and the [Terms of Service](#), Section 4. Key requirements:

(a) Use the Platform's designated "**AI-Generated**" or "**AI-Assisted**" label on the listing;

(b) Specify the **type of AI** used (image generation, text generation, code generation, music generation, etc.);

(c) Describe the **extent of human involvement** (fully AI-generated, AI-generated with human editing, human-created with AI assistance);

(d) Apply **machine-readable metadata** where technically feasible, in accordance with Article 50 of the EU AI Act (applicable from 2 August 2026);

(e) Do **not** describe AI-generated products as "hand-made," "hand-drawn," "hand-crafted," "original illustration," or any similar terms implying exclusive human creation where the core creative elements were generated by AI.

5.2 Permitted AI Content

AI-generated Digital Goods are permitted on the Platform, provided: (a) all disclosure requirements are met; (b) the content does not infringe third-party IP rights; (c) the AI tools used were trained on lawfully obtained data; (d) the content meets all quality standards applicable to Digital Goods generally; and (e) the content does not fall within the prohibited categories in Section 5.3.

5.3 Prohibited AI Content

The following AI-generated content is prohibited:

(a) **Deepfakes of real persons:** AI-generated depictions (image, video, audio) of identifiable real persons without their verified, documented consent;

(b) **Deceptive synthetic media:** AI-generated content designed to deceive or mislead recipients into believing it is authentic, human-created, or factual when it is not (e.g., fake documents, certificates, endorsements);

(c) **Undisclosed AI content:** Any AI-generated Digital Good listed without the required disclosure under Section 5.1;

(d) **AI content from unlawfully trained models:** Digital Goods created using AI systems trained on datasets obtained through unlawful scraping, in violation of copyright opt-out mechanisms (Article 4, Directive 2019/790), or in breach of data protection law;

(e) **AI-generated CSAM:** Any AI-generated depiction of minors in sexual or exploitative contexts, regardless of whether the depiction is of a real or fictional person;

(f) **Prohibited AI practices:** Content generated by AI systems that engage in practices prohibited under Chapter II of the EU AI Act (e.g., subliminal manipulation, exploitation of vulnerabilities, social scoring).

5.4 Company's Detection and Enforcement Rights

Company reserves the right to: (a) deploy automated detection tools to identify undisclosed AI-generated content; (b) add AI disclosure labels to listings where undisclosed AI generation is detected; (c) require Sellers to provide evidence of AI tool licensing and training data provenance; (d) remove, reclassify, or restrict listings that fail to meet AI disclosure requirements; and (e) apply the enforcement escalation framework in Section 8 for violations.

6. SELLER-SPECIFIC RULES

6.1 Product Quality Standards

Sellers must ensure that their Digital Goods: (a) are functional and can be used for their intended purpose with the software and systems specified in the listing; (b) are free of corruption, incomplete files, or broken dependencies; (c) are delivered in the file format(s) stated in the listing; (d) include all components, assets, or files described in the listing; and (e) meet reasonable professional quality standards for the applicable category.

6.2 Listing Accuracy

All listings must: (a) accurately describe the Digital Good's content, features, format, and compatibility; (b) use representative previews and screenshots that reflect the actual product (mockups must be clearly labelled as mockups); (c) not contain false claims regarding functionality, compatibility, or performance; (d) accurately state any limitations, restrictions, or known issues; and (e) clearly specify the licence terms.

6.3 Customer Support

Sellers must: (a) respond to Buyer inquiries and support requests within forty-eight (48) hours; (b) provide reasonable assistance for technical issues related to their Digital Goods; (c) cooperate with Company's dispute resolution and refund processes; and (d) maintain a professional and respectful tone in all communications.

6.4 Pricing Integrity

Sellers must not: (a) artificially inflate prices for the purpose of offering fake discounts; (b) engage in price-fixing or coordination with other Sellers; (c) manipulate pricing to circumvent Platform Commission structures; or (d) engage in predatory pricing designed to drive competitors from the Platform.

6.5 Multi-Account Prohibition

Sellers may not operate multiple Seller accounts unless expressly authorised by Company in writing. Creating additional accounts to evade enforcement actions, limitations, or thresholds is grounds for immediate permanent termination of all associated accounts.

6.6 Off-Platform Transaction Diversion

Sellers must not: (a) include links, contact details, or instructions directing Buyers to complete transactions outside the Platform; (b) offer discounts or incentives for off-platform purchases; or (c) use the Platform primarily to generate leads for off-platform sales. Licence delivery instructions and post-purchase support links are permitted where reasonably necessary.

7. BUYER AND USER CONDUCT

7.1 Buyer Obligations

Buyers must: (a) use Digital Goods only in accordance with the applicable licence terms; (b) not redistribute, resell, or sublicense Digital Goods except as expressly permitted; (c) submit honest, accurate, and fair reviews and ratings based on genuine experience; (d) use the Platform's dispute resolution process before initiating chargebacks; and (e) not engage in refund abuse.

7.2 Review and Rating Standards

Reviews and ratings must: (a) be based on the reviewer's genuine, first-hand experience with the Digital Good; (b) be honest, accurate, and not misleading; (c) focus on the Digital Good's quality, functionality, and accuracy relative to its description; (d) not contain personal attacks, hate speech, threats, or harassment; (e) not contain advertising, spam, or promotional content for competing products or platforms; and (f) not be submitted in exchange for compensation, discounts, or other incentives (unless the incentive is prominently disclosed in the review).

7.3 Prohibited Buyer Conduct

Buyers must not: (a) download or use Digital Goods and then request refunds in bad faith (refund abuse); (b) use multiple accounts to exploit promotions, pricing, or refund processes; (c) threaten Sellers with negative reviews to obtain refunds, discounts, or free products ("review extortion"); (d) use automated tools to scrape, download, or systematically collect Digital Goods or listing data; (e) reverse-engineer Digital Goods to create competing products; or (f) share account credentials or purchased Digital Goods with unauthorised third parties.

7.4 Communication Standards

All communications on the Platform (messages, reviews, comments, dispute submissions) must: (a) be respectful and professional; (b) not contain hate speech, threats, harassment, or discriminatory language; (c) not contain personal information of third parties without consent; (d) not contain spam, advertising, or unsolicited commercial messages; and (e) be in a language supported by the Platform or reasonably understandable to the recipient.

8. ENFORCEMENT AND CONSEQUENCES

8.1 Enforcement Principles

All enforcement actions are: (a) **proportionate** to the severity, nature, and frequency of the violation; (b) **consistent** across similar violations and Users; (c) **transparent**, with reasons provided to the affected User; and (d) **subject to appeal** (Section 10).

Company exercises enforcement discretion in good faith, considering all relevant circumstances. Enforcement decisions regarding Sellers are made in accordance with the graduated framework in the [Seller Agreement](#), Section 11, and with the requirements of the EU Platform-to-Business Regulation (Regulation (EU) 2019/1150) where applicable.

8.2 Graduated Enforcement Framework

Level	Action	Typical Triggers	Notice
Level 1: Warning	Written notice specifying the violation and required remediation. Seller has 7-14 days to comply.	First-time minor violations: listing inaccuracy, missing AI disclosure, formatting non-compliance, late support response.	Email + dashboard notification
Level 2: Content Removal	Specific listing(s) removed from the Platform. Seller notified with reasons.	IP infringement (substantiated takedown notice), prohibited content, repeated listing quality issues, failure to remediate after Level 1 warning.	Email + dashboard notification with specific reasons and reference to the violated provision
Level 3: Account Restriction	Specific account features restricted (e.g., new listing creation, payout processing). Existing listings may remain visible.	Pattern of minor violations, refund rate 3-5%, failure to provide requested documentation.	Email + dashboard notification
Level 4: Account Suspension	Full account suspension. All listings hidden. Payouts held. Specified duration (30-180 days).	Serious violations, refund rate 5-10%, repeated violations after Level 1-3, chargeback rate exceeding 1%.	Email + dashboard notification with duration and conditions for reinstatement

Level 5: Permanent Termination	Account permanently terminated. All listings removed. Payouts subject to 180-day hold per Seller Agreement , Section 11.3.	Illegal content, CSAM, fraud, malware, sanctions violations, repeat IP infringement (3+ substantiated takedowns in 12 months), refund rate above 10%, creating accounts to evade prior termination.	Email with detailed reasons
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8.3 Immediate Action

Company may bypass the graduated framework and take immediate action (Level 4 or 5) without prior warning where: (a) required by law, court order, or regulatory authority; (b) the violation involves illegal content (including CSAM), fraud, malware, sanctions violations, or content posing an immediate risk to safety; (c) the content has been flagged by an entity designated as a trusted flagger under the DSA; or (d) continued availability of the content would expose Company to material legal liability.

8.4 Buyer Enforcement

Buyers who violate these Guidelines are subject to: (a) removal of violating reviews, comments, or communications; (b) account warnings; (c) account suspension (temporary or permanent); and (d) loss of access to purchased Digital Goods where continued access would facilitate ongoing violations.

8.5 Repeat Infringer Policy

In accordance with 17 U.S.C. § 512(i) and Article 23 of the DSA, Company maintains a repeat infringer policy. Users who accumulate three (3) or more substantiated violations (including IP takedowns) within any twelve (12) month period will have their accounts permanently terminated.

8.6 Record-Keeping

Company maintains records of all enforcement actions, including: the content or conduct at issue, the reasons for the action, the evidence considered, the decision, and any appeal and its outcome. These records are retained for the period required by the DSA and other applicable law.

9. REPORTING VIOLATIONS

9.1 How to Report

Any person, whether or not a User of the Platform, may report content or conduct they believe violates these Guidelines, the [Terms of Service](#), or applicable law:

(a) In-Platform Reporting: Use the "Report" button available on every listing, review, user profile, and message. Select the applicable category and provide a description of the violation.

(b) Email: Send a report to report@shookout.com including: (i) the URL or identifier of the content; (ii) a description of the alleged violation; (iii) the specific guideline, term, or law you believe is violated; and (iv) your contact information (except for reports of CSAM, where anonymity is preserved).

(c) IP Infringement (DMCA/DSA): For intellectual property infringement, follow the specific notice procedures in the [Terms of Service](#), Section 8. Copyright takedown notices should be sent to copyright@shookout.com.

9.2 Processing of Reports

Company will: (a) acknowledge receipt of reports submitted via email within two (2) business days; (b) process reports without undue delay, taking into account the type and severity of the alleged violation; (c) provide the reporting person with a reasoned decision regarding the action taken; and (d) inform the User whose content or account is affected of the report and the action taken, including the reasons (except where prohibited by law, e.g., in CSAM investigations or law enforcement requests).

9.3 Trusted Flaggers

In accordance with Article 22 of the DSA, notices from entities designated as trusted flaggers by Digital Services Coordinators in EU Member States will be prioritised and processed without undue delay.

9.4 Good Faith Reporting

Reports must be submitted in good faith. Submitting false, misleading, or abusive reports (including fraudulent DMCA takedowns or baseless reports intended to harm competitors) is a violation of these Guidelines and may result in enforcement action against the reporter, including account suspension or termination.

10. APPEALS PROCESS

10.1 Right to Appeal

Any User who is the subject of an enforcement action under these Guidelines has the right to appeal the decision. Appeals are processed through the internal complaint-handling system described in the [Terms of Service](#), Section 8.5.

10.2 How to Appeal

Submit an appeal by: (a) using the "Appeal" function in the enforcement notification in your dashboard; or (b) emailing legal@shookout.com with the subject line "Appeal: [Account/Listing ID]."

Appeals must include: (i) the specific decision being appealed; (ii) the grounds for appeal, including any factual or legal arguments; and (iii) supporting evidence (e.g., licence documentation, screenshots, third-party correspondence).

10.3 Appeal Timeline

Appeals must be submitted within **thirty (30) days** of the enforcement action. Company will review and respond to appeals within **thirty (30) days** of receipt. The review will be conducted by personnel who were not involved in the original decision, where practicable.

10.4 Appeal Outcomes

Following review, Company may: (a) uphold the original decision; (b) reverse the decision and restore access/content; (c) modify the enforcement action (e.g., reduce severity); or (d) request additional information before making a final determination. The appeal outcome will be communicated in writing with reasons.

10.5 External Remedies

If you are not satisfied with the outcome of the internal appeal:

(a) **EU Users:** You may use the out-of-court dispute settlement bodies certified under the DSA, or the EU Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr>.

(b) **All Users:** You may pursue the dispute resolution procedures set forth in the [Terms of Service](#), Section 13, including applicable mediation, arbitration, or court proceedings.

Nothing in this Section prevents you from exercising any rights available under applicable law.

11. CHANGES TO THESE GUIDELINES

11.1 Company may update these Guidelines from time to time to reflect changes in law, regulatory guidance, Platform policies, or community standards. Material changes will be communicated by: (a) posting the updated Guidelines with a revised "Last Updated" date; (b) email notification to registered Users; and (c) a prominent notice on the Platform, at least **fifteen (15) days** before the effective date.

11.2 Your continued use of the Platform after the effective date of updated Guidelines constitutes acceptance. If you disagree with a material change, you may close your account.

12. CONTACT INFORMATION

- **Report violations:** report@shookout.com or the "Report" button on the Platform
- **Copyright/IP takedowns:** copyright@shookout.com
- **Appeals and legal inquiries:** legal@shookout.com
- **General support:** support@shookout.com

Company: SIA Synchron **Registration number:** 40203436468 **Registered address:**
Unijas iela 74A - 45, Riga, Latvia

Related documents: [Terms of Service](#) · [Seller Agreement](#) · [Privacy Policy](#) · [Refund Policy](#)