Terms of Service

*Last updated on: Dec 8, 2018*

IMPORTANT NOTICE: This document contains a binding arbitration clause, waiver of jury clause as well as a personal jurisdiction and governing law clause. Please read this document carefully, as your continuous usage and access to Lense constitutes binding acceptance of these Terms and Conditions

Your continuous usage and access to our Services (as specified bellow) are subject to these Terms of Service or related documents. Please read these Terms of Service carefully, as it informs you on (a) The App’s reserved rights, (b) Basic Usage guidelines in respect to User Conduct and (c) Reserved rights in cases of breach of these Terms of Service, (d) The Services provided by Lense and (e) Binding arbitration, personal jurisdiction, choice of law and waiver clauses that you enter into.

You may contact us at any time with any questions in relation to these Terms of Service at (User support e-mail). Your continuous usage of our App indicates your agreement with our Terms of Service and Privacy Policy, as included herein. Some of the Terms stated herein may reference other documents, such as our Privacy Policy. Other terms may be incorporated in these Terms of Service by means of reference. Our Service may use cookies. For more details on our Privacy Policy and Cookie Policy, please see our Privacy Policy.

References in these documents to:

• „Lense“, „App“, „Service“, „We“, „Us“ means the Lense App, an iOS Application, or its owner and operator, where appropriate. The Lense App is owned and operated by Lense Marketing Inc, established in Canada.

• "Agreement" means the terms and conditions as detailed herein including all schedules, appendixes, annexes, our Privacy Policy, other policies mentioned on the App and will include the references to this agreement as amended, negated, supplemented, varied, or replaced from time to time.

• “User”, “You”, “Your” mean individuals or entities fulfilling Lense’s eligibility criteria to enter into this Agreement with Lense;

• “Authorized User”, “You” or “Your” (where appropriate) mean Users of Lense, with whom Lense has provided product(s) or service(s) under the terms and conditions contained herein;

• “Data”, “Personal Data”, “Information” or “Personal Information” means personally-identifiable information, such as (without exclusion) to: name, surname, address of residence, e-mail, telephone number etc, further defined in our Privacy Policy or in our Terms of Service by means of reference.

• “Services”, “Provided Services” means the product(s) and/or service(s) provided by Lense towards Authorized Users.

• Licensing Grant

• For the purposes of visiting and using our App’s content and services Lense hereby grants you a non-exclusive and non-transferrable, revocable license limited to personal use. This license is further limited according to any Terms or Contract Lense stipulates with you. Applicable Licensing Terms may be displayed at an accessible place or visible to you on our App.

• Eligibility

• General Eligibility Criteria

• In order to use our Services, you must have full capacity to enter into legally binding contracts under applicable law and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations.

• Without limiting the foregoing, the App is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User and/or availing our Services, you represent and warrant that you are at least 18 years old and that you have the right, authority, and capacity to enter into and abide by the terms and conditions of this Agreement. You represent and warrant that you are at least 18 years old. Individuals under the age of 18 must at all times use our Services only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In this all cases, the adult is the user and is responsible for any and all activities. Our App reserves the right to terminate and/or refuse to provide you with access to the App if it is brought to the App’s notice or if it is discovered that you are under the age of 18 years.

• If you are registering as a business entity, you represent that you have the authority to bind the entity to this User Agreement.

• Our App may, in its sole discretion, refuse to offer access to or use of the App to any person or entity and change its eligibility criteria at any time.

• Registration and User Account

• Users, for the purposes of visiting and browsing our Platform may or may not have a registered account. For the purposes of using the Services provided by Lense.com, registration will be necessary.

• You may register a User Account with the Service manually, or by using your valid account on a Social Network Platform such as Facebook, Twitter or Google accounts. Your consent to access the Service through a third-party Social Network Platform allows you to link your User Account on Lense.com with the third-party account, and thus allowing us to access the Personal Data contingent on your previous approval. The information accessed by us from your linked account shall serve for the purpose of filling out your general data, such as (without limitation): Name, Date of Birth, Country of Residence, Telephone Number (if applicable) etc. We use this information to enter such required details on our Service’s platform. You may deny us access of any of the aforementioned information by navigating to the “Settings” section on our App.

• Account Creation

• Registration of the User Account is completed when the Personal Data such as e-mail address, name, contact number and password have been entered by you or by using linked accounts as mentioned in section 2.2. Of these Terms of Service.

• Upon registration of your User Account, you hereby warrant and represent that all the information is precise, accurate, truthful, complete and non-misleading. You further represent that you shall maintain the accuracy, precision and truthfulness of your Personal Data while using the Service. Please maintain the confidentiality of your login data, and use recommended safety features, to ensure safety from third-party breaches to your User Account. Your user credentials should not be shared with any third-party, published or otherwise made available to third parties, in order to prevent unauthorized access to your User Account.

• Under penalty of usage of discretional rights against you, please refrain from the following:

• Providing false information to the Service, without exclusion to your current Personal Data

• Usage of usernames that have legal deficits, are subjects to rights and claims from third parties, use an offensive, profound, obscene or unacceptable username

• Providing misleading Personal Data in order to impersonate certain individuals, or confuse potential Employees

• Personal Usage of one User account means that the User Account that you have registered for yourself (regardless of whether in a capacity of a Job Seeker or Employee), shall not, by any means, under any condition or contingency, be transferred towards a third party other than yourself. One individual may have only one User Account at a time. Breach of these terms implies usage of discretional rights from the Service

• Ownership and Content Policy

• All right, title, and interest in and to the App (excluding postings/content provided by the users) is and will remain the exclusive property of our App and our licensors. The App service is protected by copyright, trademark, and other laws of UK. Nothing in these Terms gives you a right to use the name of the App or App’s trademark or logo or any other trademarks, logos, domain names, or other distinctive brand features relating to the App or located on the App. Any feedback, comments, and suggestions you may provide regarding the App (“Feedback”) are entirely voluntary and you grant us a perpetual, irrevocable, worldwide, royalty-free license (with the right to sublicense) to use, reproduce, modify, create derivative works of, commercialize, and otherwise freely exploit such Feedback (including, but not limited to, all Rights therein) as we see fit and without any payment or other obligation to you.

• Usage Guidelines

• Our User community is expected to follow widely-accepted behavior while browsing online. You hereby agree that you are going to use this App and its content reasonably, and will withhold of any action that may damage the performance or functionality of the App. Owners of User Accounts will further withhold of causing any nuisance or taking any action in limiting other Users from using this App’s offered products and services. The Content of this App is protected under intellectual property laws. Lense is the owner of the content sold on the App.

• Your User Account is intended for your own, personal use. Please keep your User Account credentials confidential, in order to prevent unwanted breaches. In cases of a security breach to your account, please notify us immediately.

• You, as a User of our App, will not engage in any unacceptable behaviour, namely:

• You shall not create liability for us or cause us to lose (in whole or in part) the Services of our internet service provider (ISPs) or other suppliers;

• You shall not, directly or indirectly, offer, attempt to offer, trade, or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;

• You shall not use any "deep-link," "page-scrape," "robot," "spider," or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the App or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the App or any Content, to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the App. We reserve our right to bar any such activity;

• You shall not attempt to gain unauthorized access to any portion or feature of the App, or any other systems or networks connected to the App or to any server, computer, network, or to any of the Services offered on or through the App, by hacking, password "mining" or any other illegitimate means;

• You shall not probe, scan or test the vulnerability of the App or any network connected to the App nor breach the security or authentication measures on the App or any network connected to the App. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to App, or any other Authorized User, including any account on the App not owned by you, to its source, or exploit the App or any service or information made available or offered by or through the App, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the App;

• You shall not make any negative, denigrating, or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us or otherwise engage in any conduct or action that might tarnish the image or reputation of our App or sellers on platform or otherwise tarnish or dilute any of our trade or service marks, trade name and/or goodwill associated with such trade or service marks, or trade name as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the App or our systems or networks or any systems or networks connected to us;

• You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the App or any transaction being conducted on the App, or with any other person's use of the App;

• You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the App or any service offered on or through the App. You may not pretend that you are or that you represent someone else or impersonate any other individual or entity;

• You may not use the App or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of our App and/or others; or

• You shall not conduct any transmitting of any unlawful, threatening, abusive, offensive, discriminatory, defamatory or hateful text or voice communication or images and/or other material, any ethnically or racially objectionable material, or any material infringing intellectual property, privacy and/or publicity rights of any third party.

• Our reserved rights

• We reserve the right to terminate a User’s access the Platform, if they turn out to be repeated infringers. (App) may, in its sole discretion, initiate inquiries of abuse of misbehaviour of any user, whether by breaching the terms regarding content upload(s) or general behaviour terms explained above. The reserved rights in case of violation of these terms include:

• Deletion of User submission or Upload;

• Temporary or permanent bans on some functionalities of this Service;

• Temporary or permanent bans from accessing (App)’s App;

• Initiating legal proceedings against the individual or entity involved in penal behaviour against the functionality of this service under applicable law; or

• Other actions as seen fit by our App’s operator.

• Lense, in dealing with specific breaches of these provisions, does not exclude bringing up civil and/or penal legal action against an individual or group, whom or which have taken part in this type of behaviour.

• Note that Lense may disclose Your personal information in the necessary range under Governing law in connection with any current or future legal proceedings in order to constitute or defend its respective rights or in case Lense needs to comply with the demands (namely formal requests) of appropriate State authorities.

• Content Policy

• Our Content – Our Service’s App further contains content posted, created by or licensed by Lense or our licensors. We retain all rights, title and interest to any content which may be deemed as “Our Content”, as described above, namely to any copyrights, trademarks, trade names, trade dress, logos, patents, know-how, trade secrets, instructions, and all other proprietary information. Subject to these Terms of Service, Lense further grants you a personal, non-transferrable, non-exclusive, limited, revocable and non-commercial license to access and view the content on the Lense App. Subject to these Terms of Service and Usage Guidelines, you agree to refrain from any usage of our content, if not explicitly agreed otherwise with the Service, in writing.

• User Submissions – in certain aspects of the App functionality, you may have the possibility to include text and/or multimedia files in the form of user submissions, comments, posts, ratings etc. For the purposes of this subsection, these will be treated as “User Submissions”. User submissions are a type of content added by Users on the App, as opposed to the content that is created and/or displayed by Us or any other authorized contributor. Upon sharing your User submission in any of the aforementioned ways, you retain all your ownership and proprietary rights to the content shared to the App, but grant us a universal, perpetual, transferrable, commercial, irrevocable and royalty-free license to use, copy, reproduce, process, adapt, modify, create derivative works from, publish, transmit, display, and distribute such content in all media and distribution methods now known or hereafter devised. Upon sharing your user submissions to parts of the App that are publicly available, you recognize and agree that such content will be visible to the World Wide Web or every user that may be browsing the App with an internet connection. We reserve the right, but not the obligation to use any discretional rights as seen fit in regards to your user submission, provided that such submissions have been a material breach to this Agreement’s provisions, or are contrary to the set Usage Guidelines or for no apparent reason at all, with or without a prior notice. The Service reserves the right to exercise further preventive or other discretional rights, provided that you are a repeated offender, or that your user submission has greatly violated the Usage Guidelines, this Agreement’s goal or a broadly-recognized code of conduct on the Internet. User Submissions are at all times subject to our Terms of Use and Usage Guidelines as specified in these Terms of Service.

• You retain your rights to any Content you list, post, or upload on our App. By listing, posting, or uploading Content using our App, you grant us a limited, perpetual, irrevocable, worldwide, non-exclusive, royalty-free, and transferable license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, create derivative works of, transmit, host, display, and distribute such Content in any and all media or distribution methods (now known or later developed) as necessary to provide the App and in accordance with these Terms.

• You are solely responsible for your use of the App, for any content you provide, and for any consequences thereof, including, but not limited to, the use of your content by us. Without limiting the foregoing, you represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any Content that you submit.

• You will indemnify and hold us harmless from and against any and all claims, suits, disputes, actions, losses, judgments, and costs (including, but not limited to, attorneys’ fees) arising out of or relating to any one or more of the following:

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• Content Storage - In certain aspects of usage Lense may offer a content storage possibility on your Authorized User Account. All Content uploaded by you on Lense will be without any factual and/or legal deficits, and shall not infringe any rights of any third party. Lense does not control, verify or endorse any content you store on your User Account. You will be responsible, under the applicable laws of your jurisdiction for:

• Any and all content you place in your Authorized Lense User Account

• Any and all permits, licenses and/or other authorizations you are requested to have in order to upload and store the content in your Authorized Lense User Account

• Additionally, you hereby agree that you will follow the applicable laws in your respective jurisdiction, and the covenants stated in our Terms of Service. Upon report by a third party, or on our own reasonable suspicion of any illicit activity on your account we may exercise rights as reserved under these Terms of Service and/or report any illicit activity to competent authorities. Lense further reserves the right to delete or disable Content that is alleged to violate copyright or other intellectual property rights or poses a material breach to this Terms of Service and related documents’ covenants.

• Intellectual Property - Lense, its logo, any products, services, names or slogans contained within the Service, corporate correspondence or any other space distinguishing the Service are registered trademarks of Lense, and may not be copied, used or imitated, in whole or partially, without express written consent of the trademark or other intellectual property or copyright holder. Other trademarks, company names, logos or other intellectual property rights appearing on the service are the property of their respective owners or holders. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us, or vice versa. The Service, its affiliates, suppliers, licensors and licensees own all right, title and interest, without exclusion to intellectual property rights appearing on the Service, corporate correspondence or any other space distinguishing the Service or its affiliates, suppliers, licensors and licensees. Except for those rights expressly granted within these Terms of Service, no other rights are granted to Users. All copying, usage, distribution or further use of copyrights or other intellectual property rights on behalf of the Service are subject to previous consent. Usage of these materials, symbols, logos and slogans must be with a previous written notice by the holder of such rights.

• Our Third-party services

• Our App may contain links to certain third-party Apps and/or similar services. Please note that prior to engaging into any activity with these third-party Apps, such Apps and services are governed by a separate set of Terms and Conditions and Privacy Policies.

• We may use some third-party services in order to help us provide you with an amazing service. Below is a simplified list of our third-party services we may use, alongside the legal basis of processing of your data and their privacy policy:

• Other Contract provisions

• THE LENSE SERVICES, DOCUMENTATION, AND APP ARE PROVIDED “AS IS” AND “AS AVAILABLE.” YOUR USE OF THE LENSE SERVICES, DOCUMENTATION, AND APP SHALL BE AT YOUR SOLE RISK. LENSE AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, AFFILIATES, SUBSIDIARIES, AND LICENSORS (“LENSE PARTIES”): (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE LENSE SERVICES, DOCUMENTATION, OR APP ARE OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE LENSE SERVICES, DOCUMENTATION, OR APP.

THE LENSE PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT LENSE SERVICES, DOCUMENTATION, AND APP HAVE BEEN AND WILL BE PROVIDED WITH DUE SKILL, CARE AND DILIGENCE OR ABOUT THE ACCURACY OR COMPLETENESS OF THE LENSE SERVICES, DOCUMENTATION, AND APP CONTENT AND ASSUMES NO RESPONSIBILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF LENSE SERVICES, DOCUMENTATION, AND APP; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP THROUGH THE ACTIONS OF ANY THIRD PARTY; (vi) ANY LOSS OF YOUR DATA OR CONTENT FROM THE APP; AND/OR (vii) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA LENSE SERVICES, DOCUMENTATION, AND APP. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF LENSE TO ANY THIRD PARTY. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY, AND FOR THE MINIMUM WARRANTY PERIOD ALLOWED BY THE MANDATORY APPLICABLE LAW.

• THE LENSE PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APP, AND THE LENSE PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE APP.

• If you are a California resident, you hereby waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” This release includes the criminal acts of others. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as in this Section 9 or below in Section 11. Accordingly, some of these limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Sections 8.2. and 8.3. specifically do apply to you.

• We may discontinue a part of Our Services or the whole Service without prior notice. Any changes or additions we make to our Terms of Service and Privacy Policy will be notified to you via e-mail or directly on our App.

• Termination. - We may, at any time and without notice, suspend, cancel, or terminate your right to use the App (or any portion of the App). In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the App affected by such suspension, cancellation, or termination. In the event of any suspension, cancellation, or termination, the restrictions imposed on you with respect to material downloaded from the App, and the disclaimers and limitations of liabilities set forth in the Agreement shall survive. Depending upon the nature of termination, subject to the provisions laid down in this agreement, we may or may not refund you for any payment due or kept with us. We will review the refund requests case by case. Without limiting the foregoing, we may close, suspend, or limit your access to your Account:

• If we determine that you have breached or are acting in breach of this User Agreement;

• If we determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;

• If we determine that you have engaged or are engaging in fraudulent or illegal activities;

• You do not respond to account verification requests;

• To manage any risk of loss to us, a User, or any other person;

• For other similar reasons at our own Discretion.

• You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable:

• Your access to and use of the Lense App and our Rendered Services;

• Violation of these Terms of Service by You or other Users, as applicable;

• Infringement of any intellectual property or other right of any person or entity by you;

• The nature and content of all Authorized User Data processed by the Lense Services; or

• Any product(s) or service(s) purchased or obtained by you in connection with the Lense App.

• Lense retains the exclusive right to settle, compromise and pay, without your prior consent, any and all claims or causes of action which are brought against us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

• Independent Allocations of Risk. Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of these Terms between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these Terms, and each of these provisions will apply even if the warranties in these Terms have failed of their essential purpose.

• You hereby agree and find reasonable to withhold from any group action in front of any court and explicitly agree that all and any disputes or controversies will be handled on a case-by-case basis, thus withholding of any class action or similar lawsuits or other litigation proceedings against the service. If any litigation is to occur, you hereby expressly agree that your action shall not surpass the amount of 100 USD, or the expenses incurred from using our Services, whichever is greater.

• The parties covenant that the applicable and usable law according to which this agreement will be governed will be the law applicable in the place of business of Lense’s Operator. The Parties accept personal jurisdiction of court(s) and court systems as designated as per the place of business of Lense’s Operator

• When possible, the parties to this Agreement will try their best to resolve any issue that they may have in a fair and amicable way, in a manner avoiding litigation. The Parties agree that they will notify each other of any intent for litigation at least 30 (thirty) days prior to such action, and shall, in the notice period, resort to alternative dispute-resolution, such as Mediation or Arbitration. The Parties will designate their arbitrator, seat and place of arbitration and language of arbitration proceedings by means of consensus.

• The Service’s failure to act in a particular circumstance does not waive the ability to act in respect to the specific circumstance or circumstances similar to it. If any provision of these Terms is rendered invalid by statutory provisions, interpretation of law or its application, rendered unenforceable, it shall not affect the remainder of these terms. The remaining terms shall stay in full force and effect.