**Terms and Conditions**

**By accessing or using Look Up you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.**

**Content**

Our Service allows you to post, store, and share and otherwise make available certain information, text, graphics or other material ("Content"). You as a user of Look Up are responsible for the Content that you post on or through the Service, including its legality, reliability and appropriateness.

By posting Content on or through the Service, you represent and warrant that: (i) the Content is yours (you own the content) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

Look Up has the right but not the obligation to monitor and edit all Content provided by users. You may not post anything that is offensive, vulgar or obscene. There will be no tolerance for objectionable content.

In addition, Content found on or through this Service are the property of Look Up or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

**Accounts**

When you create an account with us, you guarantee that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account, including but not limited to the restriction of access to your device. You agree to accept responsibility for any and all activities or actions that occur under your account, whether it is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username, description or photo, anything that is offensive, vulgar or obscene. There will be no tolerance for such objectionable content. We reserve the right to refuse service, terminate accounts, remove or edit content in our sole discretion.

**Copyright Policy**

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to support@lookupnow.co. with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under **"DMCA Notice and Procedure for Copyright Infringement Claims"**

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

**DMCA Notice and Procedure for Copyright Infringement Claims**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

* an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
* a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
* identification of the URL or other specific location on the Service where the material that you claim is infringing is located;
* your address, telephone number, and email address;
* a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
* a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at support@lookupnow.co

**Intellectual Property**

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Look Up and its licensors. The Service is protected by copyright, trademark, and other laws of both New Zealand and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Look Up.

**Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by Look Up.

Look Up has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Look Up shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

**Termination**

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**Indemnification**

You agree to defend, indemnify and hold harmless Look Up and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

**Limitation Of Liability**

In no event shall Look Up, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

**Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Look Up and its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

**Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

**Governing Law**

These Terms shall be governed and construed in accordance with the laws of New Zealand without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

**Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you will be no longer authorized to use the Service.

**Privacy Policy**

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our mobile app.

**CHILDREN’S INFORMATION**

Look Up does not knowingly collect Personal Information from children under the age of 18. We require users to be at least 18 years of age. We do not intend for anyone under the age of 18 to use any of the features or services we offer from the App.

If you are under the age of 18, please do not submit any Personal Information through the App. We encourage parents and legal guardians to monitor their children’s Internet usage and to help enforce the Privacy Policy.

**What personal information do we collect from the people that visit our app?**

When registering on our app, as appropriate, you may be asked to enter your name and email address.

Your Device Phonebook- Because Look Up aims to restore real world communication with friends and family, Look Up may—with your consent—collect information from your device’s phonebook so that you can use our “Nudge a Phubber” function.

In order to register for Look Up, you will need to provide an email address. This will be used as your user name for future logins. We may also use this to send further information or news about Look Up. This email will NOT be shared with any third parties.

Our App is designed to help you communicate in real life with other people nearby, and we use your location and contextual information (e.g., by using Bluetooth, and other sensors on your mobile device) to provide the functionality of our App. If a person near you also uses our App, their profile may be displayed on your mobile device - showing their name, profile photo(s), and anything else they have agreed to share. Likewise, your name, photo and information you have provided in the “Express yourself” page will be disclosed to other Look Up users you may be matched with.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to increase our service's functionality. These third party service providers have their own privacy policies addressing how they use such information.

We use your Personal Information for providing and improving the Service. By using the Service, you agree to the collection and use of information in accordance with this policy.

**Cookies**

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and transferred to your device. We use cookies to collect information in order to improve our services for you.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. The Help feature on most browsers provide information on how to accept cookies, disable cookies or to notify you when receiving a new cookie.

If you do not accept cookies, you may not be able to use some features of our Service and we recommend that you leave them turned on.

**Security**

The security of your Personal Information is important to us, and we strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure.

However, please be aware that no method of transmission over the internet, or method of electronic storage is 100% secure and we are unable to guarantee the absolute security of the Personal Information we have collected from you. With that being said, we perform frequent scans on our servers to make sure that your data is protected and secured to the best of our abilities.

This Privacy Policy is effective as of 17/08/2015 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

**Contact Us**

If you have any questions about this Privacy Policy, please contact us through our email [support@lookupnow.co](mailto:support@lookupnow.co)