**[Lens Engine] Terms & Conditions**

**1. Preamble**

The below end-user license agreement and terms of service (“Agreement”) is a legal agreement between you (referred to herein as “You” or “Your”) and Lenzy, Inc. (“Lenzy, Inc.” or “we”) as owner of the [Lens Engine] (“[Lens Engine]”).

**2. Acknowledgement and Acceptance by user**

By installing, operating, or using [Lens Engine], You accept and agree to the terms and conditions of this Agreement and Privacy Policy and any other Lenzy Inc.’s terms as specified herein. In order for you to have access to [Lens Engine], this Agreement must be accepted by You without any modifications, additions, or deletions.

Please read this Agreement carefully before accessing, using or obtaining any materials, information, products or services. If you do not agree to the terms of use contained herein, You are not authorized to use [Lens Engine].

The Services as specified below are intended solely for individuals who are thirteen (13) years of age or older, and any use or access to the Service by anyone under thirteen (13) is strictly prohibited and in violation of this Agreement.

You acknowledge and agree that this Agreement is solely between you and Lenzy, Inc., not Apple, and that Apple has no responsibility for [Lens Engine] or Content (as specified below) thereof. Your use of [Lens Engine] must comply with the App Store Terms and Conditions.

**3. Services and Scope of license**

Lenzy, Inc. hereby grants to You a limited, non-exclusive, non-transferable freely revocable license to install, operate, and use [Lens Engine] on any iPhone, iPod touch, or iPad that You own or control and as permitted by the Usage Rules set forth in Section 9.b of the App Store Terms and Conditions (the “Usage Rules”). [Lens Engine] is licensed, not sold, to You for Your personal, non-commercial use only and as prescribed under the terms of this Agreement.

This license doesn’t allow You to use [Lens Engine] on any iPhone, iPod touch, or iPad that You do not own or control, and You may not distribute or make [Lens Engine] available over a network where it could be used by multiple devices at the same time.

[Lens Engine] may enable access to Lenzy, Inc.’s and third party services and web sites (collectively and individually, “Services”). Use of the Services requires Internet access and use of certain Services may require You to accept additional terms and may be subject to additional fees.

Certain features of the Services may also be made available only upon additional fees, if you purchase access to certain add ons (each an “Add On”) on a feature-by-feature basis (e.g., by purchasing access to one or more particular filters, filter packs, or editing tools).

Lenzy Inc. and its licensors, reserve the right to change, suspend, remove, or disable access to any Services or Content at any time without notice. In no event will Lenzy Inc. be liable for the removal of or disabling access to any such Services or Content. Lenzy Inc. may also impose limits on the use of or access to certain Services, in any case without notice or liability.

[Lens Engine] and related documentation are “Commercial Items’, as that term is defined at 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computed Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights are reserved under the copyright laws of United States.

The Service is controlled and operated from its facilities in the United States. Lenzy Inc. makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States. You agree to comply with all United States and foreign laws related to use of [Lens Engine] and the Service.

**4. Prohibited activity**

As a condition of use, You promise not to use [Lens Engine] and the Services for any purpose that is unlawful or prohibited by this Agreement or any applicable law, or any other purpose not reasonably intended by Lenzy Inc.

You agree that You will not in whole or in part:

(i) use or access the Services in a manner that: (a) violates any applicable laws; (b) violates the rights of any third party; (c) purports to subject Lenzy Inc. to any other obligations; or (d) for any purpose not specifically permitted in this Agreement;

(ii) rent, lease, sell, resell, loan, assign, sublicense, license, copy, distribute or otherwise commercially exploit, or otherwise transfer rights to use the Services;

(iii) cause or permit decompilation, reverse assembly, reverse engineering or otherwise attempt to discover the source code of all or any portion of [Lens Engine] or Lenzy Inc.’s Intellectual Property;

(iv) access or use the Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of [Lens Engine] and the Services, or (c) copy any ideas, features, functions or graphics of [Lens Engine] and Lenzy Inc.’s Intellectual Property or modify, adapt, translate, or otherwise create derivative works based upon [Lens Engine];

(v) access [Lens Engine] for purposes of monitoring the Service availability, performance or functionality, or for any other benchmarking or competitive purposes and take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;

(vi) disclose or publish performance benchmark results or test results to non-affiliated third parties with respect to the Services without Lenzy Inc.'s prior written consent in each instance;

(vii) bypass any measures we may use to prevent or restrict access to [Lens Engine], attempt to gain unauthorised access to [Lens Engine], the server on which [Lens Engine] is stored or any server, computer or database connected to [Lens Engine].

(viii) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices, legends, or labels which appear on or in [Lens Engine] or the Services.

Without limiting the foregoing, You shall at all times comply with this Agreement and Privacy Policies, as may be amended at the sole discretion of Lenzy Inc., and furthermore may not use the Services to: (a) send spam or otherwise send duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates a third party's privacy rights; (c) knowingly send use, post, transmit, store or introduce into [Lens Engine] or the Services any device, software, material containing viruses, worms, back door, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfere with or disrupt the integrity or performance of [Lens Engine] and the Services or the data contained therein; or (e) attempt to gain unauthorized access to the Services or any computer networks or systems of Lenzy Inc. or its contractors.

Any attempt to do so is a violation of the rights of Lenzy, Inc. and its licensors (if any). If You breach this restriction, this license shall terminate automatically and You may be subject to prosecution and damages.

If Lenzy Inc. suspects that You have violated the requirements of this section, or if Your actions interfere with normal operation of [Lens Engine], Lenzy Inc. may suspend Your access to [Lens Engine] without advanced notice, in addition to other remedies Lenzy Inc. may have.

**5. Intellectual Property**

**5.1 Proprietary rights**

Lenzy Inc. (or its licensors) shall retain all Intellectual Property Rights in and to all of Lenzy Inc.’s business, information, technology and other proprietary materials, including but not limited to [Lens Engine] and the Services (including but not limited to all software, concepts, methodologies, techniques, models, templates, algorithms, trade secrets, processes, information, materials, source codes, structure, sequence, organization, "look and feel", images, text, graphics, illustrations, data and know-how contained therein, all modifications, alterations, updates, upgrades, and enhancements thereof, all documentation and manuals related thereto and all other aspects of such technology) or any derivatives thereof, the name “Lenzy” or any derivatives thereof, and any other trademarks and logos (whether registered or not) which are owned or controlled by Lenzy Inc. and made available to You through the Service or otherwise (“Intellectual Property”).

Except as specified herein, You do not acquire any rights, express or implied, in the Services or [Lens Engine], including all upgrades, modifications, new versions and releases and have no right to commercialize or transfer the Services or [Lens Engine], in whole or in part. No license, right or Intellectual Property Right in any Lenzy Inc.’s trademark, trade name or service mark is granted pursuant to this Agreement.

The content of the [Lens Engine] including the text, graphics, and photos created by Lenzy Inc. and users ("Content") and the trademarks, service marks and logos contained therein, are owned by or licensed to us, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content of the [Lens Engine] is provided to You “as is” for your information and personal use only and may not be used for any other purpose whatsoever without the prior written consent of us or as expressly provided herein.

You agree to not use any of the Content other than expressly permitted herein. If You download or print a copy of the Content for personal or other non-infringing use, You must retain all copyright and other proprietary notices contained on such Content. You agree not to circumvent, disable or otherwise interfere with security related features of the Services or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content therein.

**5.2 Using Lenzy, Inc.’s logo**

If you need to refer to Lenzy, Inc. to discuss it, describe your use of the Services, always refer to Lenzy, Inc. as “Lenzy, Inc.” without any modification. Do not use Lenzy, Inc.’s logo in a sentence or in text as a substitute for “Lenzy, Inc.”

The official Lenzy, Inc.’s logo may be used by You, provided that the use adheres to this Agreement including the guidelines below:

(i) Use the logo in a way such that it is apparent from the context that it is Lenzy, Inc.’s brand and in a way that is clean and uncluttered; we reserve the right to ask you to alter, change, or discontinue your use of Lenzy, Inc.’s logos, trademarks, or brand at any time.

(ii) Do not modify Lenzy, Inc.’s trademarks in any way, such as by changing the color or design of the Lenzy, Inc.’s logo.

(iii) Do not combine any part of Lenzy, Inc.’s trademarks with any other name, mark, domain name, username, design, logo or generic terms.

(iv) Do not use Lenzy, Inc.’s trademarks in a way that implies partnership, sponsorship, or endorsement with, by, or from Lenzy, Inc.

(v) Do not use names, marks, domain names, usernames, social media handles, designs, logos or other content that could be confused with Lenzy, Inc.’s trademarks.

(vi) Do not assert rights over Lenzy, Inc.’s trademarks whether by trademark registration, domain name registration, usernames, social media handles, or any other medium.

**5.3 Residuals**

This Agreement shall not be construed to limit Lenzy Inc.'s right to independently develop or acquire ideas, inventions, technology and other creations without use of Your personal information. Lenzy Inc. shall be free to use for any purpose the general knowledge, skills and experience in non-tangible form, which may be retained in the unassisted memories of persons involved in the performance of this Agreement (the “Residual Information”) of its personnel resulting from performance of services hereunder. Lenzy Inc. shall have no obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residual Information. Lenzy Inc. has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that You provide to us, and nothing in this Agreement or in the parties’ dealings arising out of or related to this Agreement will restrict Lenzy Inc.’s right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting You. You hereby grant to Lenzy Inc. a world-wide, royalty free, perpetual, irrevocable right and license to exploit Feedback in any and every way and otherwise incorporate any Feedback in connection with the Service and any of Lenzy Inc.’s other products, technology, services, specification or other documentation. “Feedback” refers to any suggestions, comments, ideas, or the like for improving or otherwise modifying any of Lenzy Inc.’s products or services.

**6. User content**

Some areas of [Lens Engine] allow users to post Content such as profile information, comments, questions, photos, music, and other content or information. You retain ownership of your Content.

You agree to adhere to generally accepted rules of etiquette and standards of behavior. The following rules of conduct apply to your use of [Lens Engine] and to any of your Content. You may not, in connection with the Services upload, post, email or otherwise transmit any Content that:

(i) is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized;

(ii) infringes or violates any patent, copyright, trademark, trade secret or other property right;

(iii) breaches a duty of confidentiality by which you are bound due to a contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(iv) a reasonable person would consider harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way;

(v) constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts, or hate speech;

(vi) violates or encourages others to violate any applicable law, statute, ordinance or regulation;

(vii) promotes software or services that deliver unsolicited e-mail;

(viii) contains viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful programming routines;

(ix) provides any telephone numbers, last names, URLs or email addresses of another person;

(x) engages in commercial activities;

(xi) harms minors in any way;

(xii) solicits Personally Identifying Information from anyone under 18 years of age;

(xiii) provides false or deceptive information;

(xiv) deletes, adds or otherwise changes other people's entries or other Content when you have not been granted the privileges to do so; or

(xv) allows usage by others in such a way as to violate this Agreement.

Please report any violations of this, including objectionable Content or behavior, to \_\_\_\_\_\_\_\_\_\_. Please state the reasons for your concern and provide a link to the Content or, if appropriate, the behavior in question. Upon receiving such a report of a possible violation, we may, in our sole discretion, investigate the matter and take such action as we determine to be appropriate.

Lenzy, Inc. reserves the right, but is not obligated, to reject and/or remove any Content that Lenzy, Inc. believes, in its sole discretion, violates these provisions. You understand that publishing your Content on [Lens Engine] is not a substitute for registering it with the U.S. Copyright Office, the Writer’s Guild of America, or any other rights organization.

You represent, warrant, and agree that you have the written consent of each and every identifiable natural person in the Content to use such person’s name or likeness in the manner contemplated by the Services and this Agreement, and each such person has released you from any liability that may arise in relation to such use.

Your Content and Lenzy, Inc.’s use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy rights. Lenzy, Inc. may exercise the rights to your Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

Lenzy, Inc. takes no responsibility and assumes no liability for any Content that you or any other user or third party posts or sends over the Service. You will be solely responsible for your Content and the consequences of posting or publishing it. You understand and agree that you may be exposed to Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to Your purpose, and You agree that Lenzy, Inc. will not be liable for any damages you allege to incur as a result of Content.

By posting any Content through [Lens Engine], you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Lenzy, Inc. a royalty-free, sublicensable, transferable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Lenzy, Inc.’s (and its successors’ and affiliates’) business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Services a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under this Agreement.

If the features of the Service allow You to remove or delete Content from the Service, the above licenses granted by You in Your Content terminate within a commercially reasonable time after You remove or delete such Content from the Service. Notwithstanding the foregoing, you understand and agree that Lenzy, Inc. may retain, but not display, distribute, or perform, server copies of Content that have been removed or deleted; provided that in certain cases, such as if Content has been curated by Lenzy, Inc. for display on Lenzy, Inc.’s collection, included in printed content, or otherwise used, the above licenses granted by You with respect to such Content will not terminate and such Content may continue to be used, displayed, distributed, and performed indefinitely. The above licenses granted by You in Content for which the Service does not provide You a means to delete or remove are perpetual and irrevocable.

**7. DMCA Policy**

Since we respect artist and content owner rights, it is Lenzy Inc.’s policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”).

If you are a copyright owner and believe that your work has been copied or posted on [Lens Engine] in a way that constitutes copyright infringement, you will need to send us a written communication that includes substantially the following (please consult legal counsel or see 17 U.S.C. 512(c)(3) of the Copyright Act for further detail or to verify these requirements):

(i) your physical or electronic signature or the physical or electronic signature of your agent (if authorized to act on your behalf as the owner of the copyright's exclusive right that is allegedly infringed);

(ii) identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works exist at one location are covered by a single notification, a single representative list of such works at that location;

(iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (providing URLs in the body of an email is the easiest way for us to locate content quickly);

(iv) information reasonably sufficient for us to contact you (such as address, telephone number or email address if available);

(v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by you, your agent or the law; and

(vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you, as the complaining party, are the owner of the copyrighted interest or authorized to act on the owner's behalf.

Such written notice should be emailed to our designated agent at \_\_\_\_\_\_\_\_\_ or sent by mail to us at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Should a third party claim that [Lens Engine], or Your possession and use of [Lens Engine] infringe upon that third party’s intellectual property rights, Lenzy Inc., and not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such infringement claim.

**8. Payments**

**8.1 Billing Policy**

The license to use [Lens Engine] and the Services is granted to You for the initial purchase price and on the terms as specified at the moment of purchase through Apple App Store.

You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

Certain products or services offered on or through [Lens Engine] may also be provided for a fee or other charge. If you elect to purchase products or services on or through [Lens Engine], you agree to the applicable pricing and payment terms, as we may update them from time to time. Our current pricing and payment terms are listed here: lenzyapp.com (“Website”).

**8.2 Refund Policy**

THERE ARE NO REFUNDS FOR ANY PRODUCTS OR SERVICES PURCHASED ON OR THROUGH THE SERVICE AND WE ARE NOT OBLIGATED TO PROVIDE ANY CREDITS FOR PARTIALLY USED PERIODS. In addition, You may stop using [Lens Engine] at any time; however, there are no refunds for cancellation. In the event that Lenzy, Inc. suspends provision of the Services to You or terminates this Agreement for your breach of this Agreement or any part thereof, You understand and agree that You will receive no refund or exchange for any license or fees for any portion of the Service, any content or data associated with Your use of the Services, or for anything else.

**8.3 Risk of Loss**

All financial transactions made in connection with the Service will be processed by a third party in accordance with their respective terms of use, privacy policy, and/or any applicable payment terms and conditions. In no event will Lenzy, Inc. be responsible for the actions or inactions of any third party payment processor, including, but not limited to, system downtime or payment service outages.

**9. Privacy Policy**

**9.1 Collection of information**

Lenzy, Inc. doesn’t collect any personal information in the delivery of the Services. Once You start using the Services, we do not require you to provide any personal information. Lenzy, Inc. collects only the information required for You to use the Services. Lenzy, Inc. may collect Your email, if You provide it to us. If You provide us your email or contact us by email, we may store your email in order to respond to your requests or questions.  In addition, you may occasionally receive email and other communications from us, such as communications relating to your use of [Lens Engine] and the Services, newsletters, or responses to customer service requests.

Lenzy, Inc. doesn’t knowingly collect or solicit personal information from anyone under the age of 13. If you are a parent or guardian of a child under the age of 13 and believe he or she has disclosed personal information to us please contact us at \_\_\_\_\_\_\_\_\_

**9.2 Consent to Use Data**

You agree that Lenzy, Inc. may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to [Lens Engine].

Lenzy, Inc. may use this data in aggregate form, that is, as a statistical measure, but not in a manner that would identify you personally.

Lenzy, Inc. collects Your Content. The Services allow you to provide Content, which is public. All Content submitted by You may be retained by us indefinitely, even after you terminate this Agreement. We may share some or all of this Content with third parties in connection with research, analytics, or similar purposes. We may continue to disclose such Content to third parties in a manner that does not reveal personal information, as described in this Agreement.

**9.3 Sharing of information**

Lenzy, Inc. may share Your information in the following cases: (i) to our agents if we employ other companies and people to perform tasks on our behalf and may need to share your information with them to provide services to You; (ii) in case of business transfers, if we or substantially all of our assets are acquired, or if we go out of business, enter bankruptcy, or go through some other change of control, Your information would be one of the assets transferred to or acquired by a third party; (iii) for protection of Lenzy, Inc. and any of its licensors, we reserve the right to disclose any information that is necessary to comply with law or court order, enforce or apply this Agreement, or protect the rights, property, or safety of Lenzy, Inc, our employees, our users, or others; (iv) upon Your consent, except as set forth above, You will be notified when your information may be shared with third parties in personally identifiable form, and will be able to prevent the sharing of this information.

**9.4 Confidentiality and Security**

Lenzy, Inc. takes reasonable steps to protect the information provided via the Services from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, no Internet or email transmission is ever fully secure or error free. Therefore, you should take special care in deciding what information you send to us via [Lens Engine] or email. Please keep this in mind when disclosing any information via the Internet.

**10. Third party materials and links**

Certain Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party web sites. By using the Services, You acknowledge and agree that Lenzy, Inc. is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Lenzy, Inc. doesn’t warrant or endorse such Third Party Materials and Lenzy, Inc. doesn’t assume, and will not have, any liability or responsibility to You or any other person for any third-party services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You.

In addition, third party services and Third Party Materials that may be accessed from, displayed on or linked to from the iPhone, iPod touch, or iPad are not available in all languages or in all countries. Lenzy, Inc. makes no representation that such services and Third Party Materials are appropriate or available for use on any particular location. To the extent You choose to access such services or Third Party Materials, You do so at Your own initiative and are responsible for compliance with any applicable law, including but not limited to applicable local laws.

**11. Indemnification**

You agree to defend, indemnify and hold harmless Lenzy, Inc., its subsidiaries, affiliates, successors, assigns, and any of their shareholders, employees, officers, agents, directors and applicable third parties (e.g., agents, licensors, licensees, consultants and contractors) from and against any claim, liability, loss, injury, damage, cost or expense (including but not limited to attorney’s fees) incurred by Lenzy, Inc. arising out of or from Your use of [Lens Engine], including any data or content transmitted or received by You; (ii) Your violation of any term of this Agreement, including without limitation Your breach of any of the representations and warranties above; (iii) Your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) Your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of Your Content.

**12. No Warranty. Disclaimer**

LENZY INC. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. You expressly acknowledge and agree that any Services are provided on “as is” and “as available” basis, without warranty of any kind.

Lenzy, Inc. hereby EXPRESSLY disclaims any and all warranties and conditions with respect to [Lens Engine] and any Services, either express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, accuracy, quiet enjoyment and non-infringement of third party rights.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, EXCEPT TO THE EXTENT PROHIBITED BY THE APPLICABLE LAW, LENZY INC. SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR SUPPORT OR THE CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH [LENS ENGINE] AND LENZY, INC. DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS, ISSUES OR DEFECTS CAN OR WILL BE CORRECTED, OR (F) THE SERVICES THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LENZY INC. IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR (I) ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, (II) BY REASON OF A “FORCE MAJEURE” OR (III) ANY ACTS OR OMISSIONS DUE TO ANY OTHER CAUSES OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitation may not apply to You.

TO THE EXTENT THAT LENZY INC. MAY NOT AS A MATTER OF THE APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THE APPLICABLE LAW.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LENZY INC. OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. Should [Lens Engine] or Services prove defective, you assume the entire cost of all necessary servicing, repair or correction.

LENZY INC. DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND LENZY INC. WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

To the extent that [Lens Engine] fails to conform to any applicable warranty, You may notify Apple Inc. (“Apple”) and Apple will refund the purchase price for [Lens Engine]. To the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to [Lens Engine]. Any additional claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to any applicable warranty will be Lenzy Inc.’s sole responsibility.

**13. Limitation of Liability**

You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the [Lens Engine] or your possession and/or use of the [Lens Engine], including, but not limited to: (i) product liability claims; (ii) any claim that the [Lens Engine] fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Lenzy, Inc. as provider of the software.

Lenzy Inc. will not be liable to You or to any third party for any modification, price change, suspension or discontinuance of any part of [Lens Engine].

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL LENZY INC. OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUPPLIERS OR LICENSORS be liable TO YOU OR ANY OTHER PERSON OR ENTITY for personal injury, or any direct, indirect, incidental, special, punitive or consequential damages (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION) that result from the use of or inability to use [LENS ENGINE] AND the Services, including but not limited to reliance on any information obtained from Lenzy Inc.; or that result from mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction or unauthorized access to Lenzy, Inc.’S records, programs or services, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE. YOU hereby acknowledge that this provision will apply whether or not Lenzy, Inc. HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN of the possibility of such damages and that this provision will apply to all services available from Lenzy Inc. and its affiliates.

Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to You.

NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

 IN ANY CASE, LENZY, INC.’S MAXIMUM AGGREGATE LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY UNDER THIS AGREEMENT, INCLUDING ANY ADDITIONAL TERMS, for all damages (other than as may be required by applicable law in cases involving personal injury) SHALL NOT EXCEED THE AMOUNT YOU PAID TO LENZY INC. HEREUNDER OR $50.00, WHICHEVER IS GREATER.

The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

**14. Termination**

The license is effective until terminated by You or Lenzy, Inc. under the terms herein.

Lenzy, Inc. may terminate this Agreement at any time for any reason or no reason without notice to You.

Upon termination for any reason, all licenses will immediately terminate and You must immediately and permanently destroy all copies of [Lens Engine] in Your possession and control and remove [Lens Engine] from Your iPhone, iPod touch, or iPad.

**15. Governing Law and Dispute resolution**

**15.1 Governing Law**

This Agreement and the legal relationship between the parties arising in connection herewith shall be governed by and construed in accordance with the laws of the State of New York without recourse to the conflict of laws rules regardless of the venue or jurisdiction in which a dispute arises.

The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The parties agree to submit to the personal jurisdiction of a state court located in New York, for any actions for which either party retains the right to seek injunctive or other equitable relief, as further described in the Arbitration provision below.

**15.2 Dispute resolution**

The Parties shall use their best endeavors to settle all disputes by way of negotiations.

For any dispute, You have with Lenzy, Inc., You agree to first contact us at \_\_\_\_\_\_\_\_\_\_\_\_ and attempt to resolve the dispute informally.

In case the parties are not able to resolve a dispute informally, the parties agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to your use of the Services or this Agreement or the breach or alleged breach thereof (collectively, “Disputes”), by binding arbitration by the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator will include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section will prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service.

The parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief.

**16. General**

**16.1 Assignment**

You may not assign, transfer, delegate, and sublicense this Agreement or any rights and licenses granted hereunder. You acknowledge and agree that Lenzy, Inc. may assign, novate, transfer, delegate and license this Agreement and/or any of its rights hereunder to any other entity in connection with a merger, reorganization, recapitalisation or sale of all of or substantially all of its stock, business or assets, with or without notice to You. You shall enter into any such documents as Lenzy, Inc. may direct in order to effect such assignment, novation or transfer.

This Agreement shall insure to the benefit of and be binding upon each party’s successors and permitted assigns.

Lenzy, Inc. reserves the right to fulfil any of its duties and powers under this Agreement by the use of agents and sub-contractors and to assign such duties and powers without Your prior consent.

You acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of this Agreement and that there are no other third party beneficiaries, and upon Your acceptance of this Agreement, Apple will have the right to enforce this Agreement against You as a third party beneficiary thereof.

**16.2 Entire Agreement, Severability**

This Agreement, including any modifications hereto and any additional agreements You may enter into with Lenzy, Inc. in connection with the Services, represents the entire understanding between Lenzy, Inc. and You with respect to the matters contained herein and supersedes all previous or contemporaneous agreements, proposals, understandings and representations, written or oral, with respect to the terms and conditions hereof.

In the event that any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

If any of the provisions of this Agreement shall be found by a court of competent jurisdiction to be void as going beyond what is reasonable under the circumstances for the protection of the interests of the Party seeking to enforce such provision, but would be valid if part of the wording thereof were deleted or the time periods (if any) thereof were reduced or the range of activities or area dealt with thereby reduced in scope, such provision shall be deemed to have the form with such modifications as may be necessary to make it valid and effective, provided that Lenzy, Inc. gives its consent.

**16.3 Amendments**

Lenzy, Inc. reserves the right to update, change or modify this Agreement from time to time at its sole discretion without any prior notice. Any new features that update or enhance [Lens Engine] will be subject to this Agreement. Your continued use of [Lens Engine] after any such changes constitutes Your acceptance of such changes.

If you do not agree with the terms of this Agreement or any subsequent modifications to this Agreement, do not use or access (or continue to access) [Lens Engine].

Headings are included for convenience only and will not be considered in interpreting this Agreement. For the avoidance of doubt, as used in this Agreement, the word including means including but not limited to.

**16.4 No waiver, No class actions**

Any failure or delay by Lenzy Inc. in enforcing any right, power or remedy under this Agreement or applicable law shall not be deemed to be a waiver thereof unless made in writing by Lenzy Inc.

You agree that You will bring any claim, action or proceeding arising out of or related to the Agreement in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate the claims of more than one person and may not otherwise preside over any form of a representative, collective, or class proceeding.

IN ANY DISPUTE, NEITHER YOU NOR ANY OTHER PERSON SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST LENZY INC. OR OTHER PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU ACKNOWLEDGE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY SUCH CLAIM.

**16.5 Notifications**

Lenzy, Inc. may provide notifications to You via email notice, or through posting of such notice through [Lens Engine] or on Website, as determined by Lenzy, Inc. in our sole discretion. Lenzy, Inc. reserves the right to determine the form and means of providing notifications to users, provided that You may opt out of certain means of notification as described in this Agreement. Lenzy Inc. is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address You provide us.

Should You have any questions, complaints, or claims with respect to [Lens Engine] and the Services, please contact: \_\_\_\_\_\_\_\_\_\_\_\_

Lenzy, Inc. does not provide any guaranteed response time, but will make a good faith effort to answer questions within five (5) business days.

You acknowledge and agree that Apple has no obligation to furnish any maintenance and support services with respect to [Lens Engine].

This Agreement was last modified on \_\_\_\_\_\_\_\_\_\_