

“LENSLIST” PLATFORM TERMS OF USE

I. General

1. These Terms of Use set out the rules for the operation and use of the Platform operating under the name "LENSLIST", as defined below.
2. The platform contains a database of effects, consisting of information and themes catalogued by the Service Provider and collected from content previously distributed and published on publicly accessible websites, including social networks. The resources collected on the Platform are publicly and freely available to all interested parties. The Platform was developed for educational purposes related to the popularisation of the so-called Augmented Reality technology.
3. The Terms of use contain, in particular, the rights and obligations of the Platform Administrator and its Users in relation to the provision of electronic Services.
4. The Terms of Use are made available to the Users by the Administrator prior to the conclusion of the Agreement for the provision of Services. The User is obliged to comply with the Terms of Use upon their acceptance.

II. Definitions

1. **Terms of Use** - these Terms of Use.
2. **Platform/Website** - the website available online at <https://www.lenslist.co>.
3. **Service Provider/Administrator** - Lenslist spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, ul. Solec 81B/73A, 00-382 Warsaw, entered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XII Commercial Division, under KRS number: 0000929279, TIN: 5213944791, with a share capital of PLN 5,000.00. Users may contact the Service Provider/Administrator at: ul. Solec 81B /73A, 00 - 382 Warsaw, e-mail: info@lenslist.co.
4. **Service** - the service provided by the Service Provider under the Terms of Use. It consists of enabling Users to access the effects database stored on the Platform via the Internet. The Service may be: (I) **free of charge** for all Users (possibility to browse the entire resources of the Platform); (II) **paid** for Users who purchase one of the access plans, offering the functionalities referred to in sec. IV.10 of the Terms of Use. The Service constitutes an electronic service within the meaning of the Act on Provision of Electronic Services of 18 July 2002.
5. **User** - a natural person who uses the Service.
6. **User Account** - a place on the Platform assigned to a User which is accessible after the registration process and logging in (providing login and password), which enables the User to use the Services.
7. **Login** - the unique and unrepeatable name of the User on the Website chosen during Account registration, including the nickname and/or email address of the User.
8. **Agreement** - the agreement for the provision of electronic services concluded between the User and the Service Provider, under the terms and conditions set out in the Terms of Use.

9. **“GDPR”** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

III. Technical conditions for using the Platform

1. In order to use the Platform correctly, it is necessary to have access to a device with the Internet, an up-to-date operating system and an up-to-date web browser, as well as to have an e-mail account. If the User uses unusual or not commonly used technical or IT solutions, the Platform may not be accessible.
2. The User is obliged not to provide unlawful content and content prohibited by law (e.g. content which violates the rights and/or personal rights of third parties) and to enter factually correct data. In particular, the User is obliged to:
 - a) provide only true, current and necessary data in the forms provided by the Service Provider and to update without delay the data, including personal data, provided by the User in connection with the conclusion of the Agreement;
 - b) use the services and functionalities made available by the Service Provider in a manner that does not interfere with the operation of the Platform and in compliance with the applicable law, the Terms of Use, as well as in accordance with custom and the principles of social coexistence, also in a manner that does not interfere with the operations of other Users;
 - c) not take steps to gain possession of information which is not intended for the User.
3. The Service Provider will take organisational and technical measures to safeguard the security of the use of the Platform and the available functionalities.
4. Modifying or blocking any content presented on the Platform may prevent the User from accessing the Platform. This applies in particular to the use of tools for this purpose, such as web browsers or other applications that have the ability to modify or block content shared on the Platform, including content of an advertising nature.
5. The Service Provider informs that it uses cookies and other similar technologies on the Website in order to provide the Platform and its functionalities in accordance with the Terms of Use.
6. The User may only use the Services within the scope specified in the Terms of Use. The Service Provider is not liable for the consequences of the software installed by the User, nor for the consequences of third parties coming into possession of passwords to access the Platform.
7. Each user may only have one Account and may not share their Account with other people or use Accounts of other people. The User is not entitled to disclose their login and password to unauthorised persons.
8. The User undertakes to use the Platform in accordance with laws. The Service Provider has the right to introduce additional technical safeguards at any time to prevent the User from taking any action contrary to the provisions of these Terms of Use.
9. In the event of a breach of the Terms of Use, the Service Provider may, without prior notice, suspend further provision of the Service to the User or partially restrict its functionality, as well as take other measures to prevent the consequences of the breach of the Terms of Use, without incurring any liability towards the User.
10. The Service Provider reserves the right to:

- a) discontinue the Service temporarily in order to expand the Platform, maintain the hardware or update the software, after prior email notification to the User;
 - b) send technical messages relating to the operation of the Platform; and
 - c) send information about current offers and promotions of the Service Provider to the e-mail address provided by the User - only after the User's consent to such correspondence has been obtained (newsletter).
11. The Service Provider will not be liable for the manner in which the Service is used or for any consequences or damages resulting therefrom, in particular interruptions in the functioning of the Service due to reasons beyond the Service Provider's control, loss of data caused by external factors (e.g. hardware or software failure) which the Service Provider, despite the exercise of due diligence, had no control over.
 12. The Service Provider reserves the right to remove from the Platform any content that does not comply with the Terms of Use which it considers harmful or inappropriate for any reason, at any time and without prior notice to the User.
 13. The User is obliged to inform the Service Provider immediately of any changes to their data provided during the account registration process on the Platform. Correspondence sent by the Service Provider by e-mail to the User's e-mail address provided during account registration on the Platform or to any other address subsequently provided (changed) by the User during the provision of the Service will be deemed to have been delivered.
 14. The User is solely liable for all activities carried out through their account on the Platform. If the User becomes aware of a breach of security, including loss, theft, unauthorised disclosure or use of the password to his/her account on the Platform, or suspects such a breach, they are obliged to immediately inform the Service Provider by sending an email to the address indicated in clause II sec. 3 of the Terms of Use.
 15. The Service Provider will not be liable for any damage caused to third parties by a breach or alleged breach of the Terms of Use by the User or a person acting on the User's behalf.

IV. Conclusion of the agreement, registration and use of the Platform

1. The User may register their User Account on the Platform at: <https://search.lenslist.co>
2. A User Account may be a personal account (intended for an individual) or a business account (intended for a legal entity).
3. When registering a User Account on the Platform, the User provides the data required by the Service Provider in the registration form, which must be truthful.
4. A User Account is activated by clicking on the activation link sent to the email address provided by the User during registration.
5. By registering a User Account, the User warrants and represents that:
 - a) they have read the Terms of Use and accepts all of their provisions;
 - b) they have voluntarily subscribed to the Platform Services;
 - c) they agree to conclude an agreement for the provision of electronic Services;
 - d) the data provided in the registration form are true and correct;
 - e) they have familiarised themselves with the information relating to the Administrator's processing of the personal data set out in the Terms of Use for the proper performance of the Agreement;

- f) they agree to receive information from the Service Provider about changes in the provision of the Services, information about difficulties, technical interruptions in the operation of the Website;
- g) they acknowledge that the ordering of a chargeable Service entails the loss of the right to withdraw from an agreement concluded at a distance.
6. The Service Provider is entitled to withdraw from the Agreement in the event that:
- a) there is a reasonable suspicion that the data provided by the User during registration are false;
- b) there is a reasonable suspicion that the Service will be used for purposes that are incompatible with the purpose and nature of the Service, in particular if it will be used by the User in a way that prevents or interferes with the use of the Service Provider's resources or the equipment resources of others, and if there is a reasonable suspicion that actions constituting a prohibited act will be carried out when using the Portal;
- c) The User has previously used the Service in a manner incompatible with its purpose or if the User, during registration or in connection with previous use of the Service, has infringed the rights of third parties, the provisions of the Terms of Use or generally applicable laws.
7. The Service Provider may block or delete the User's existing account and block the provision of Services if it has a justified suspicion that the User is acting in breach of these Terms of Use, applicable laws or good morals.
8. The Service Provider reserves the right to terminate the Agreement for the provision of electronic services with a User whose User Account has been inactive for the last 2 months.
9. The provision of the Services to the User starts immediately after the acceptance of the registration form by the Service Provider and the activation of the User Account.
10. The Service Provider provides paid Services to Users, offering the following functionalities against payment:
- the possibility to browse all the resources of the Platform by means of a search engine made available by the Service Provider (which makes it possible to search for effects of interest to the User by means of keywords or phrases which are assigned to the content available on the Platform);
 - the possibility of creating lists of effects found among the Platform's resources and saving them in the User Account;
 - the possibility of sharing with third parties links containing the created lists of effects selected among the resources of the Platform, these people will be able to open the links without having to create a User Account on the Platform; However, links to the lists are only available if the User Account that created the list is active.
11. In order to make use of the paid Services and the functionalities provided in connection therewith, as referred to in sec. 10 above, the User, after logging into their Account under "Manage billing & subscription", selects one of the **access plans** offered, i.e.:
- a) **seven-day plan (one-off);**
This plan includes a one-off, seven-day access to the paid functionality referred to in sec. 10 above. It is not renewable. In order to use it again, another access must be purchased after the current plan has ended. It is not possible to switch from a seven-day plan to a monthly or annual plan.

b) monthly (thirty-day) plan;

This plan includes a thirty-day access to the paid functionality referred to in sec. 10 above. It renews automatically. The User may cancel the selected monthly plan at any time. In the event of cancellation, the monthly plan remains active until the end of the paid-up 30-day billing period and the service expires thereafter.

The monthly plan can be changed to an annual plan at any time. If the option referred to in the preceding sentence is exercised, the annual plan will take effect as soon as a switch from the monthly plan to the annual plan is made (whereby the fee for any unused days from the monthly plan is not refundable). The recommended and optimal action is then to cancel the monthly plan, wait for it to expire and then switch to an annual plan.

c) annual plan;

This plan includes a 365-day access to the paid functionality referred to in sec. 10 above. It renews automatically. The User may cancel the selected annual plan at any time. In the event of cancellation, the plan remains active until the end of the paid-up 365-day billing period and the service expires thereafter. The annual plan can be changed to a monthly plan at any time. If the option referred to in the preceding sentence is exercised, the monthly plan will take effect as soon as a switch from the annual plan to the monthly plan is made (whereby the fee for any unused days from the annual plan is not refundable). The recommended and optimal action is then to cancel the annual plan, wait for it to expire and then switch to a monthly plan

and pays the fee to the Service Provider, through the payment operator.

12. The price list for paid Services is made available at <https://www.search.lenslist.co>. The prices are gross amounts and include value added tax (VAT). The invoice is issued as requested, based on the User's data provided during the purchase process. The document (invoice) is sent within seven business days of purchase to the User's e-mail address provided during registration.
13. The User may terminate the agreement at any time without stating a reason with immediate effect by cancelling the User Account. The Service Provider hereby informs that due to the scope and nature of the services provided (electronic services), the User is not entitled to withdraw from an agreement concluded at a distance.

V. Personal data protection

1. Upon registration, the User's personal data will be processed by the Administrator, in the manner and for the purposes set out in the Privacy Policy (Annex 1) and in accordance with the Terms of Use.
2. The Administrator will process the following personal data of the User:
 - a) provided by the User as part of the registration form: nickname, first and last name, e-mail address;
 - b) provided by the User, in the event of a need to issue a VAT invoice for the chosen access plan: name and surname, address, e-mail address, possibly company name and data and TIN number;
 - c) the User's IP address and the locality in which the User resides determined on this basis;

in the future, the scope of the required data may be extended by the Administrator to include the User's mobile phone number, which will not constitute an amendment to the Terms of Use.

3. The personal data set out in sec. 2 above and other information contained in the registration form will be used by the Administrator to conclude, amend, terminate the Agreement with the User and to provide the Services, including the provision of information and messages concerning and related to the Services provided, including information and materials concerning the topics and operation of the Platform, including marketing and advertising information related to actions and events taking place on the Platform as well as for the purposes set out in the Privacy Policy.
4. The personal data controller is Lenslist spółka z ograniczoną odpowiedzialnością, a limited liability company with its registered office in Warsaw, which processes the Users' personal data in accordance with the applicable laws, including in particular the Act on Personal Data Protection of 10 May 2018 (Journal of Laws 2018, item 1000 as amended) and the Regulation of the European Parliament and of the Council of the EU of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: GDPR) and the Act on Provision of Electronic Services of 18 July 2002 (Journal of Laws No. 144, item 1204 as amended).
5. The controller may entrust the processing of personal data to another entity.
6. The Users' personal data may be used by the controller for the purpose of sending by electronic means commercial information from the controller or third parties only after the User has given their separate consent to such use.
7. The User has the right to inspect the processed personal data at any time, as well as the right to rectify, supplement and request erasure thereof. The User is obliged to update the data provided in the registration form immediately after any change in such data.
8. The controller will not share the collected personal data of the Users with other persons or institutions, unless this is done with the express consent or at the request of the User. The Controller is entitled to disclose and provide access to personal data only to entities authorised under the relevant legislation, in accordance with the provisions of the Terms of Use and applicable laws.

VI. Complaints

1. The User may make complaints to the Service Provider concerning non-performance or improper performance of the Agreement. The complaint must be sent in writing to the address specified in sec. II.3 of the Terms of Use and must specify:
 - a) the type of Service that is the subject of the complaint;
 - b) the User's contact and identification data;
 - c) the User's allegations together with the grounds for the complaint;
 - d) the User's proposed remedy, if any, for the alleged infringement.
2. The Service Provider will make efforts to review the complaint within 30 (thirty) days of receipt, indicating whether it accepts or rejects the complaint. The Service Provider is obliged to notify the User of the need to clarify additional circumstances relating to services provided to the Service Provider by third parties for which it is not liable.

3. The Administrator reserves the right to intervene in the User's Account in order to remedy any malfunctions of the Platform and any problems in the operation of the Account.

VII. Miscellaneous

1. These Terms of Use take effect as of 01.10.2023.
2. The Terms of Use are available at <https://lenslist.co> and/or at the registered office of the Service Provider.
3. The Service Provider may change the content of the existing Terms of Use or introduce new Terms of Use at any time. The consolidated text of the Terms of Use will be published each time on the Platform.
4. The Service Provider will notify the User of the change or introduction of the new Terms of Use by sending an e-mail to the e-mail address indicated by the User for correspondence with the content of the new Terms of Use (and, in the case of changes to the Terms of Use, with information on the changes introduced) and a link to the website containing the content of the new Terms of Use or the changes introduced. The User's use of the Platform after the introduction of the changes to the Terms of Use is tantamount to acceptance of these changes.
5. The transfer of rights and obligations arising from the Service agreement concluded with the User requires the consent of the Service Provider.
6. The Platform, the Terms of Use and the Agreements are governed by Polish law. The provisions of the Act on Provision of Electronic Services, the Act on Personal Data Protection, the Polish Civil Code and other mandatory provisions of law will apply to any matters not governed by these Terms of Use.
7. Should any of the provisions of the Terms of Use be amended or invalidated by a final court decision, the remaining provisions shall remain in full force and effect and will be binding on the parties.
8. Any disputes arising from the provision of the Service will be settled by the common court with jurisdiction over the Service Provider's registered office, and this provision does not apply to Users with consumer status.
9. Authors of effects and motifs who do not wish them to be available on the Platform are requested to send a request for deletion of the effect/motif in question to the Administrator at the e-mail address indicated in sec. II.3 of the Terms of Use.
10. The provisions of the Terms of Use do not contravene applicable laws, which will take precedence over the Terms of Use.

Attached: Privacy Policy