

Terms of service - EYEMATCH AI PTE. LTD

§ 1. General provisions

1. The following terms (“**Terms**”) are issued by the EYEMATCH AI PTE. LTD (“**the Company**”) to govern the use of the facial recognition search engine provided by the Company (“**Service**”) and define the rights and obligations of every natural or legal person using the Service (“**the Users**”). These Terms can also apply to third parties who are not Users, but whose rights and interests might be affected as a result of Company’s actions due to providing the Service.
2. The company is committed to upholding the highest levels of ethics, integrity and professionalism, and it takes steps to ensure that its search tools are used properly and in accordance with applicable law regulations.
3. Every User is required to read these Terms thoroughly before using the Service. By using the Service the User agrees to be bound by these Terms in its entirety and without exception to any of its provisions.
4. These Terms shall be read in conjunction with the Intermediary Terms (see here: <https://lenso.ai/legal/terms-and-conditions>), particularly in the matter of Website operation, User Account, Paid options of the Service, billing periods and payment methods.
5. All intellectual property rights to the software underlying the provision of Services, including the program code, the index and its contents, trademarks etc. belong to the Company. They may be used only on the basis of these Terms or on the basis of separate declarations of the Parties.
6. The User agrees that he/she will not modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Service.

§ 2. The Service

1. The object of the Service is the performance of facial recognition search, which for each graphic file with an image of a face (given by the User), returns results based on an assessment of the similarity of the face depicted in the photo (the Service).

2. The Service is not available worldwide. Facial search recognition is not offered to (or performed for) Users being residents of the countries or regions where the use of this type of technology is not legally permitted, this includes for example EEA countries, the UK, Argentina, the state of Illinois in the USA.
3. The results are displayed with links to the source pages where they are published for the moment the image is indexed, which need not be the same moment as the search. This means searches conducted at different times for the same image may return different results. The Service is provided “as is,” without warranty of any kind. Search results are indicative and should not be considered definitive. The search engine must not be used as the only system to definitively establish or determine the person's identity. Without limiting the foregoing, we explicitly disclaim any implied warranties of merchantability, fitness for a particular purpose which is at any time decided independently by the User, accuracy, timeliness, truthfulness and completeness of any kind. The assessment of the suitability of the results for intended purpose may not affect the assessment of the quality of the Service provided. This can not be the sole reason for a complaint. Search results should not be the sole basis for any decision, including, in particular, decisions of a business, investment or legal nature.
4. Links to source pages displayed with the search results allow you to leave the Intermediary's Website. The linked websites are not under the control of the Company. The Company shall not be responsible for the content of any website to which any link is placed in the results. You agree that your use of third party sites and resources, information, data, advertising, products or other materials available on or through the Website, is at your own risk.
5. By using the Service User expressly authorizes the Company to perform technical functions necessary to provide the Service, including but not limited to, generating facial vectors.

§ 3. Rules of the Service use

1. In order to use the Service correctly, the User must have a device that meets at least the following requirements:
 - a. has access to the Internet;
 - b. a correctly configured Firefox, Google Chrome, Opera or Safari web browser in its latest version, accepting cookies.

2. The Company is not responsible for User's serviceability of hardware and software and availability of services necessary for access to the Service and for paying all charges related thereto.
3. The User is obliged to use the Service in a manner that does not violate the applicable laws, public morals and rules of social intercourse, and for civilian purposes only (acceptable use). In particular, it is prohibited to:
 - a. search for pornographic content;
 - b. content promoting crime, fascism or racial superiority policy or/and incites racial, ethnic, religious hatred and violence;
 - c. use the Service in preparation for the commission of a criminal offense;
 - d. provide or transmit within the Service any content of an unlawful nature, in particular content that violates the intellectual property rights of third parties or their personal rights, is contrary to public morality or otherwise violates the law;
 - e. research or identify any individuals known to be residing in the State of Illinois, U.S.A., the United Kingdom or The European Economic Area.
4. The Company reserves the right, at its sole discretion, to block User's access to the Service at any time for any reason (e.g. User's breach of these Terms or fraudulent attempt).

§ 4. Limited liability

To the extent permitted by the applicable law, the Company shall not be liable for any incidental, special, exemplary or consequential damages, including loss of profits or data or goodwill, service interruption, computer damage, system failure, or the cost of substitute services arising out of or in connection with these terms or from the use of or inability to use the service, whether based on contract, tort (including negligence), warranty, product liability, or any other legal basis, and whether or not the Company has been informed of the possibility of such damage. To avoid any doubt, in any case the Company shall not be liable for:

- a. subjectively assessed lack of similarity between the image for which the search is conducted and the returned results;
- b. return of results that violate the law;
- c. any damages resulting from the unsuitability of the search results for the User's intended purpose;

- d. content entered into the system by Users, in particular photos for which a search is conducted;
- e. any damage resulting from the User's failure to comply with the provisions of the Terms 7.1., in particular for loss of access to the User Account;
- f. for the lost benefits of the User or any other entity;
- g. from any claims or actions of third parties;
- h. for delay, non-performance or inadequate performance of the Service when such delay, non-performance or inadequate performance is due to a force majeure event, i.e. events beyond the control of the Parties, in particular disasters, wars, cyber-attacks (including DDoS).

§ 5. Performance of the contract

1. The User may conclude the contract for facial recognition search with the Company using the services of the intermediary - LENS0 AI S.A. ("**the Intermediary**") via the functionality provided on its website.
2. In order to provide facial search services through the website the Intermediary needs to collect a photo from the User. The intermediary collects the photo from the User on the basis of the User's explicit, personal, voluntary consent given through the relevant functionality provided on the intermediary's website (which means the Personal Data is to be processed on the basis of the consent given).
3. Before the User can submit an image on the Website, he/she is required to give the necessary consents following:
 - a. the transfer of the photo to EYEMATCH AI PTE. LTD; the consent must be explicit, personal and voluntary;
 - b. assuring that the photo features only his or her image and the User is aware that stealing someone's image may be a criminal offense;
 - c. is older than 18;
 - d. use of the Service (including sending a photo to the country of EYEMATCH AI PTE. LTD headquarters) is not prohibited in its country of jurisdiction on the date of use.
4. If the User does not select all the consents, he/she will not be able to use the Service. Above indicated consents may be withdrawn by the User anytime through the relevant functionality provided on the Intermediary's website.

5. The Company receives the photo given by the User to perform facial recognition search with our technology solutions. Search results are returned to the Intermediary and displayed on its website. The results are visible only for the User performing the search.
6. The Company has performed an audit of the Intermediary's Personal Data protection solutions and analyzed its internal documents in this regard, concluding that the Personal Data provided (if any), will be duly secured. The Company performs tests and audits of the Intermediary's security measures for the Personal Data periodically.
7. The Company does not process Users' Personal Data in any other way than to provide the Service for the User. In this connection, it should be pointed out that the photo provided by the User will not be the subject of any other technological operations performed by the Company.
8. The Controller does not sell, share or transfer your photo to anyone other than those indicated in this Privacy Policy.

§ 6. Personal Data

The rules for the processing of personal data in connection with the performance of the Services are available at our Website. Please, check also the Intermediary's Privacy Policy available at: <https://lenso.ai/legal/privacy-policy>.

§ 7. Reporting the copyright infringement

1. The Company objects to the use of the Service in a manner that violates the rights of others, in particular, in the situations referred to in § 3 (3) of these Terms and Conditions. For this purpose, the Company continuously cooperates with law enforcement authorities in the detection of offenses and conducts activities to monitor the activities of the Search Engine, inter alia by: responding to signals of violations of the Terms and Conditions and using software to detect illegal content searches.
2. The Service Provider provides a form for reporting of alleged copyright infringement at: [Digital Services Act \(lenso.ai\)](#).
3. If the Service Provider becomes aware of any information giving rise to a suspicion that a criminal offense has been, is being or may be committed, while using the Service, it shall immediately inform the necessary law enforcement authorities and provide them with all available information on the subject.

4. The Company offers an opt - out form that allows Users to request the removal of their faces and images from the index. The Company reserves the right to request proof of ownership of the image.
5. Above mentioned contact forms are available without logging in.

§ 8. Arbitration clause

1. Any party that intends to file a claim shall first notify the opposing party in writing of such intention and describe in such notice, with reasonable particularity, the nature and basis of such claim and the total amount of the claim. Within thirty (30) days of receipt of such notice, the party receiving the notice of claim shall provide a written response that sets forth its position on the claim in reasonable detail. If the parties are unable to resolve the dispute arising from the claim through good faith negotiations within thirty (30) days of the written response, either party may initiate binding arbitration in accordance with the terms set forth below.
2. Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.
3. The seat of the arbitration shall be Singapore.
4. The Tribunal shall consist of 1 arbitrator.
5. The language of the arbitration shall be English.
6. Every User by agreeing to this arbitration agreement is giving up his/her right to take any legal action in court.
7. Separate and apart from the agreement to arbitrate set forth above, the parties hereby independently waive any right to bring or participate in any class action in any way related to, or arising from, this agreement.

§ 9. Final provisions

1. Any rights granted by these Terms, may not be transferred or assigned by the User, but may be assigned by the Company anytime without restriction.

2. The failure of the Company to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
3. The Company reserves the right to unilaterally modify or/and amend the Terms at any time without prior notice. The Company recommends that Users follow this document to periodically check these for any changes.
4. If any provision of the Terms is found to be invalid, ineffective or unenforceable, in whole or in part, the validity, effectiveness or enforceability of its remaining provisions shall not be affected.