

TERMS AND CONDITIONS OF USE

Last update: 10.06.2019

IT IS IMPORTANT THAT YOU READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU MUST DISCONTINUE YOUR USE OF THE APP.

These Terms and Conditions of Use constitute a legally binding agreement between you and Ideofit ("App") and govern your use of the app operated by Krypton LLC. Every access to, or other use of, this app signifies your acceptance and agreement to be bound by these Terms and Conditions of Use and such other additional or alternative terms, conditions, rules and policies which are displayed, or to which you may be directed, in connection with this App or any of the Services, as such may be modified by Ideofit from time to time (collectively the "Agreement").

THE APP AND SERVICES ARE SOLELY DIRECTED TO INDIVIDUALS OF THE AGE OF MAJORITY WHO CAN FORM LEGALLY BINDING CONTRACTS UNDER APPLICABLE LAW. THE APP MAY NOT BE USED BY PERSONS IN JURISDICTIONS WHERE ACCESS TO OR USE OF THE APP OR ANY PART OF IT MAY BE ILLEGAL OR PROHIBITED. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE WHETHER YOUR USE OF THE APP IS LAWFUL, AND YOU MUST COMPLY WITH ALL APPLICABLE LOCAL LAWS. IF YOU DO NOT HAVE LEGAL STANDING TO AGREE TO AND ACCEPT THIS AGREEMENT YOU MAY NOT USE THE IDEOFIT APP.

RESPONSIBILITY FOR MINORS

In cases where you have authorized a minor to use the App or any of the Services, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the App or any of the Services; and (iii) the consequences of any misuse by the minor. You acknowledge that some of the areas of the App may contain material that is inappropriate for minors.

OWNERSHIP

All materials displayed or otherwise accessible through the App or Services, including without limitation, articles, text, images, icons, designs, illustrations, audio clips, video clips, computer software, applications, and code (collectively, the "Content") are protected under international copyright, trade secret, patent, trademark, and other applicable intellectual property laws. You acknowledge that Ideofit, and applicable third parties, own and retain all right, title and interest (including without limitation all worldwide copyright, trade secret, patent and trademark rights) in and to the App, Services, and Content. Without limiting the foregoing, you specifically acknowledge that Ideofit owns and retains all right, title and interest (including without limitation all worldwide copyright, trade secret, patent and trademark rights) in and to Ideofit Content, the

App as a collective work and/or compilation pursuant to international laws, and the "look and feel" of the App (including without limitation all page headers, colour schemes, graphics, button icons and scripts). For the purposes of this Agreement, "Ideofit Content" means all Content, exclusive only of Content licensed from or contributed by third parties ("Third Party Content").

Subject to the terms and conditions of this Agreement, you may reproduce and display the Content (excluding any software code) solely for your lawful, personal, private and non-commercial use in connection with viewing the App and using the Services, provided that you: (i) do not modify, or make any derivative uses of, any of the App pages or other Content, or any part thereof, (ii) mark any displays or printouts of the App or Content, (iii) do not remove or alter any visible or non-visible identification marks, copyright, trademark, proprietary or other notices, or disclaimers contained on or in the App or Content, (iv) abide by all copyright and other proprietary notices, information and restrictions contained on or in the App or Content, (v) do not use any data mining, robots or similar data gathering or extraction methods, (vi) do not use the App or Content other than for its intended purpose, and (viii) do not reproduce, prepare derivative works from, distribute or display the App or any Content (except for page caching). Your use of the App does not grant or transfer to you any ownership or other rights in the App or any Content, and except as expressly provided, nothing herein or within the App or any of the Services shall be construed as conferring to you or any other person any license under any of Ideofit's or any third party's intellectual property rights (whether by estoppel, implication, waiver, or otherwise). Except for your own Submissions, or as otherwise expressly permitted herein, you may not copy, modify, translate, publish, distribute or sell any Content, or use of any portion of the App or Content without prior consent by Ideofit.

DISCLAIMER

THE APP IS CREDITS THE AUTHORS BELOW FOR USING THEIR PHOTOGRAPHS TO RECREATE THE REFLECTION IMAGE IN THE LENS OF THE GLASSES. REFLECTIONS FEATURE IS STRICTLY USED FOR ENTERTAINMENT PURPOSES AND HAS NO COMMERCIAL USE BY THE APP OR ITS OWNERS.

LIST OF AUTHORS:

GUNDA FOERSTER - [TUNNEL#2](#)

HANNA GORANSSON - [CHOCOLATE CALIENTE NAVIDEÑO](#)

TOMMY HUTCHERSON - [UNKNOWN TITLE](#)

LIZARD POOL - [SPARK ALBUM COVER](#)

Ideofit permits other Apps to link to the App but the framing of the App or any Content in any form is strictly prohibited. Ideofit reserves the right to cancel and revoke the permission to any party to link to the App at any time.

CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that material posted on the App infringes upon any copyright that you own or control, or that any link on the App directs Users to another App that contains materials that infringe upon any copyright that you hold or control, you may file a notification of such infringement with Ideofit at info@ideofit.me, or to Krypton LLC, Entuziastov HWY, 33L, 111123, office 406A, Moscow, Russian Federation.

Ideofit may give notice of a claim of copyright infringement to a User by means of a general notice on the App.

PRIVACY

Ideofit respects your right to privacy of your personal information and collects, uses, and discloses your personal information only in accordance with its Privacy Policy. By accepting this Agreement, and each time you use the App, you consent to Ideofit's collection, use and disclosure of your personal information in accordance with the Privacy Policy.

SECURITY

Note that information sent or received over the Internet is generally not secure and Ideofit cannot and does not make any warranty concerning the security of any communication to or from the App or any representation or warranty regarding the interception by third parties of personal or other information.

DISCLAIMER

YOUR USE OF THE APP AND THE SERVICES IS AT YOUR OWN RISK.

THE APP AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION, WARRANTY OR CONDITION REGARDING THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY OF THE SERVICES OR THE APP. IDEOFIT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

IDEOFIT MAKES NO CONDITION, REPRESENTATION OR WARRANTY THAT: THE APP WILL BE COMPATIBLE WITH YOUR SMARTPHONE AND SOFTWARE; THE APP WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; THE SERVICES AND CONTENT AVAILABLE ON OR THROUGH THE APP WILL BE ACCURATE, COMPLETE, RELIABLE, SUITABLE OR TIMELY; THE BROWSING AND DOWNLOADING OF ANY INFORMATION WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, AND MALWARE; THE TRANSMISSION OF INFORMATION TO AND FROM THE APP WILL BE SECURE.

FURTHER, USE OF ANY SERVICES DOES NOT GUARANTEE YOU WITH THE EXACT FIT, LOOK, AND POSITIONING OF THE SUNGLASSES MODEL IN-APP AND THE MODEL YOU DECIDE TO PURCHASE OUTSIDE THE APP. ANY VISUALIZATION RESULTS MAY DIFFER SIGNIFICANTLY FROM AN ACTUAL OPERATION OR PROCEDURE AND YOU SHOULD APPLY YOUR OWN JUDGMENT IN MAKING USE OF THE AR TECHNOLOGY. FOR AN ASSURED ACCURATE EVALUATION, PLEASE VISIT THE BRAND STORES AND DON'T RELY ON THE TECHNOLOGY.

LIMITATION OF LIABILITY

IN NO EVENT SHALL IDEOFIT AND ITS OWNER BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR ANY DAMAGES FOR LOSS OF USE, PRODUCTION, INCOME OR PROFITS (ANTICIPATED OR OTHERWISE), SAVINGS OR GOODWILL, ECONOMIC LOSS, OR OTHER INTANGIBLE LOSS, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE IN ANY DEGREE OR MISREPRESENTATION) OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, ARISING FROM, CONNECTED WITH, OR RELATING TO THE APP OR THE SERVICES (INCLUDING THE USE, INABILITY TO USE, OR PERFORMANCE OF THE APP OR ANY SERVICES), EVEN IF IDEOFIT HAS BEEN ADVISED OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

PLEASE NOTE THAT THE DISCLAIMER OF CERTAIN WARRANTIES AND THE LIMITATION OF CERTAIN LIABILITIES IS PROHIBITED BY LEGISLATION IN SOME JURISDICTIONS AND THAT SUCH LEGISLATIVE LIMITATIONS MAY APPLY TO YOU.

THIRD PARTY WEBSITES

The App may provide links to Apps operated by Third Parties ("Third Party Site(s)"). Ideofit is an independent operation and does not endorse, and makes no representation or warranty in respect of any Third Party Site or any information, content, product or service available on or through a Third Party Site. You agree that it is your responsibility to review and evaluate all the content on such Third Party Sites, and that any and all risk associated with the use of, or reliance on, any third party information, content, product or service rests with you. When you leave the App, Ideofit's terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third Party Site, and should

make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. YOU HEREBY EXEMPT IDEOFIT AND ITS OWNER FROM ANY LOSS OR DAMAGES THAT YOU INCUR, AND AGREE NOT TO ASSERT ANY CLAIMS AGAINST THEM, ARISING FROM YOUR PURCHASE OR RELIANCE ON OR USE OF ANY PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THIRD PARTY SITES.

INDEMNIFICATION

You agree to defend, indemnify and hold Ideofit and its Owner harmless from and against all liabilities, claims, costs and expenses, including without limitation reasonable attorneys' fees and expenses, in connection with any claim or demand arising from, related to, or in connection with, your: (a) violation of any of the provisions of this Agreement, (b) use of, or inability to use, the App or any of the Services, or (c) use of, reliance on, placement, posting or transmission of, any Services available on or through the App. Further, you will assist and cooperate as fully as reasonably required by Ideofit in the defence of any such claim or demand.

MODIFICATION AND TERMINATION

Please note that the Agreement may and will be modified from time to time without notice to you, so please check the Terms and Conditions of Use regularly. If you breach any provision of this Agreement, you may no longer use the App. Ideofit may, in its sole discretion, modify, change, suspend or terminate, temporarily or permanently, the App or any part of it or any of its Services at any time, for any reason, without the notice or liability to you. If this Agreement or your permission to use the App is terminated for any reason, this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of the App and anything connected with, relating to or arising from such use. If you are dissatisfied with the App, any of the Services, or with this Agreement, including any terms, conditions, rules, policies, or practices of Ideofit in operating the App, your sole and exclusive remedy is to stop using the App and the services the App provides. All sections of this document shall survive any termination of this Agreement between Ideofit and the User.

GOVERNING LAW

Ideofit controls and operates the App from its offices in Moscow, Russian Federation. Unless otherwise officially and explicitly stated, all Content, Services and other materials found on this App are solely directed to individuals located in the Russian Federation. If you use this App from outside the Russian Federation, you are entirely responsible for compliance with applicable local laws. This Agreement, your use of the App, and all related matters shall be governed solely by the federal laws of the Russian Federation, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the local and federal courts of the Russian Federation, located in the City of Moscow in relation to all disputes arising from or related to this Agreement, your use of the App and any related matters.

MISCELLANEOUS

This Agreement constitutes the entire agreement between Ideofit and you pertaining to your use of the App and the Services and supersedes any prior agreements between you and Ideofit. Ideofit's failure to insist upon or enforce strict performance of any right or provision of the Agreement shall not constitute, or be construed as, a waiver of any right or provision. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace the original provision with a valid and enforceable provision that will achieve, to the extent possible, the same purposes of the original provision. You and Ideofit are independent contractors and no agency, partnership, joint venture, employment or franchise relationship is intended or created by this Agreement or your use of the App. You may not assign this Agreement or your rights and obligations under this Agreement without the express prior written consent of Ideofit, which may be withheld in Ideofit's sole discretion. Ideofit may assign this Agreement and its rights and obligations under this agreement without your consent. Any rights not expressly granted by this Agreement are reserved to Ideofit.