

TERMS OF SERVICE

1.0 Terms of Use

Welcome to ViSenze, a cloud-based visual management solution owned and operated by ViSenze Pte Ltd. ("ViSenze"). PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS (THE "TERMS" OR "TERMS OF USE") BEFORE USING VISENZE SOLUTIONS OR ANY PRODUCTS, SOFTWARE, DATA FEEDS AND SERVICES OFFERED BY VISENZE (COLLECTIVELY, THE "SERVICE"), BECAUSE THEY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU, THE INDIVIDUAL OR THE ENTITY ACCESSING OR USING THE SERVICE, AND VISENZE. BY ACCESSING THE SERVICE OR BY USING IT IN ANY MANNER, YOU SIGNIFY YOUR ACCEPTANCE OF THESE TERMS, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS REFERENCED HEREIN IN THE HYPERLINKS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICE. At any time and from time to time, ViSenze may change the Terms to meet technical, operational and legal requirements. ViSenze will post a notice about changes made to the Terms on ViSenze's website (<https://www.visenze.com/>) and may send you a notice by email, within a reasonable time in ViSenze's sole and absolute discretion before the changes take effect. Although ViSenze will attempt to notify you when major changes are made to these Terms, you should periodically review the most up-to-date version at <https://www.visenze.com/terms>. If you choose not to accept the amended Terms, you shall immediately terminate your account with ViSenze via which you use or access the Service. By continuing to use or access to your account with the Service after the new changes have taken effect, you indicate your agreement to the amended Terms.

2.0 About the Service

The Service is an cloud-based visual search management solution using ViSenze's proprietary visual recognition and search technology. The Service offers a feature-rich similarity-based visual search solution. The Service can be used for ecommerce purposes, large-scale image retrieval, visual database search and indexation, as well as applications involving mobile visual search. For more information about the features, functionalities and applications for the Visenze Solutions and Service, please refer to <https://developers.visenze.com/http/> At any time and from time to time, ViSenze may modify or enhance the Service, and may offer additional tools and features, free-of-charge or subject to additional fees. The use of any additional tools and features shall be governed by the Terms of Use as specified herein, unless specified otherwise by Visenze at its sole and absolute discretion.

The Service may contain links to third party websites that are not owned or controlled by ViSenze. ViSenze has no control over, and assumes no responsibility from the content, privacy policies, or practices of any third party websites. You are encouraged to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other third party website that you visit. By using the Service, you expressly relieve ViSenze from any and all liability arising from your use of any third party website.

3.0 Grant of Right

Subject to these Terms and to the payment of fees, if applicable, ViSenze grants you a worldwide, limited, non-exclusive, revocable, non-transferable, non-sub-licensable right to use the Service. Except as explicitly provided in these Terms, you may not use the Service for any other purposes.

4.0 User Information

During the use of our Services, ViSenze might ask you to provide certain contact and personal details. Please ensure that you have read and are fully aware of the ViSenze Privacy Policy as reference in Section 6.0 below before providing your contact and personal details for purposes of registration. ViSenze will explicitly indicate the fields that are mandatory to complete. False, incorrect, or outdated information, such as an invalid email address, may prevent you from registering and impair ViSenze's ability to provide you with the Service. To login, you must provide your email and password. ViSenze may also establish and require from time to time additional or different means of identification and authentication for logging in and accessing the Service. You will maintain your login details in absolute confidentiality and make sure that you change your password at least once every six months. You agree to (a) immediately notify ViSenze of any potential or actual misuse, unauthorized use, of your account or any other breach of security relating to your account or your use of the Service, and (b) ensure that you log out from your account at the end of each session. ViSenze shall not be liable for any loss or damage suffered by you arising from or in connection with your failure to comply with this Section 4.0. You shall protect your username and password and are solely responsible for all activities that occur under or through your account, including activities initiated by third parties, whether or not such activities are authorized by you. If you allow a third party to access the Service on your behalf, you shall ensure that such third party is bound by, and abides by, the Terms and this agreement formed by the Terms. ViSenze may access your account, or information associated with your account, to provide support or maintenance, for security-related reasons, or any other business purpose. You acknowledge and consent to such access. However, if you wish to terminate your account, you may do so by contacting ViSenze via email at support@visenze.com. ViSenze may require you to verify your identity by sending

ViSenze additional information, as a condition for terminating your account. Following the termination of your account, you will no longer be able to access the Service. In consideration of your registration with ViSenze or your access or use of the Service, you represent that (a) in the case of a natural person, you either (i) are of legal age to form a binding contract and are not a person barred from accessing or using the Service under the laws applicable to your location or (ii) are the parent or legal guardian of a minor and are authorised to provide consent on behalf of the minor to use the Service subject to and in accordance with the Terms, (b) in the case of an entity, it is duly constituted and validly existing under the laws of the jurisdiction where it is constituted and has taken all necessary corporate actions to authorise its access or use of the Service subject to and in accordance with the Terms. Notwithstanding any remedies that may be available to ViSenze under any applicable law, ViSenze may temporarily or permanently deny, limit, suspend, or terminate your user account, prohibit you from accessing or using the Service, remove your content and take technical and legal measures to keep you off the Service, if ViSenze determines in its sole and absolute discretion that you: (i) provide any information that is untrue, inaccurate, not current or incomplete at the time of registration with ViSenze or during any other communication with ViSenze, (ii) abuse your rights to use the Service; (iii) breach the Terms; (iv) violate any applicable law, rule, or regulation; (v) perform any act or omission which is harmful or likely to be harmful to us, or any other third party, including but not limited to other users or providers of the Service.

5.0 Acceptable Use of the Service

When using the Service, you will abide by the applicable laws, rules and regulations, and by any usage guidelines ViSenze may convey to you from time to time. You may not access or use the Service for any illegal, unethical or abusive purposes, or to develop or create a similar or competitive product or service to the Service. You will be responsible for all acts and omissions associated with your access and use of the Service and the access and use of the Service by employees, agents, contractors, end-users and any other third party who may access or use the Service on your behalf, or at your permission ("Authorized Users").

6.0 Privacy

Our privacy policy, which sets out how we will collect, use and/or disclose your personal information, can be found at <https://www.visenze.com/company/privacy-policy>. By using the Service, you consent to the processing of your personal information (whether disclosed by you or by your Authorized Users) as described therein and you warrant that all personal information provided by you or your Authorized Users is accurate and up to date. You are responsible for maintaining and promptly updating account information from time to time to ensure accuracy

7.0 Contributed Content

You shall be solely responsible for all information, images, videos, data or other materials ("Contributed Content") you transmit to ViSenze by way of uploading or storing on Visenze's platform, sending via emails or other electronic means, delivery by hand, post or courier or otherwise make available to ViSenze via the Service. ViSenze shall not be liable for the lawfulness, accuracy, integrity or quality of such Contributed Content. Under no circumstances shall ViSenze or its officers, agents, employees, licensors, users, suppliers, holding companies, subsidiaries, affiliates or related companies be liable in any way for any Contributed Content, including but not limited to any exposure to offensive, indecent or objectionable Contributed Content, any errors or omissions in any Contributed Content, or any loss or damage of any kind suffered by you as a result of the receipt, storage or processing or use of any Contributed Content posted, emailed, transmitted or otherwise made available via the Service. In the event any loss, expenses or cost is suffered or incurred by ViSenze arising from or in connection with receipt, storage, processing or otherwise use of any virus-contained or otherwise harmful Contributed Content, ViSenze shall have the right to be indemnified by you such loss, expenses or costs. You may, or may allow your Authorized Users to, upload, store, administrate, edit, make available the Contributed Content stored on our platform when accessing the Service. Any use of your account is subject to your sole responsibility. You agree not to access or use the Service to, and to take all measures to ensure your Authorized Users not to access or use the Service to:

(a) upload, post, email, transmit or otherwise make available any Contributed Content that is unlawful under the laws applicable to the Service, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, subversive, hateful, or racially, ethnically or otherwise objectionable or contrary to public interest, public order or national harmony in all relevant jurisdictions;

(b) harm minors in any way;

(c) upload, post, email, transmit or otherwise make available any Contributed Content that you do not have a right to make available under any applicable law or under contractual or fiduciary relationships;

(d) upload, post, email, transmit or otherwise make available any Contributed Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(e) upload, post, email, transmit or otherwise make available any Contributed Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(f) engage in unlawful activity or intentionally or unintentionally violate any applicable law, statute, ordinance, regulation, rule or code, including, but not limited to, any regulations, rules, notices, instructions or directives of any regulatory body or authority, governmental agency or national or other securities exchange of any jurisdiction; and

(g) contribute any illegal or unethical or abusive content, or use the Service for any abusive or illegal activity. ViSenze may, but is under no obligation to, review all Contributed Content and remove or block access to such content, as more fully described below.

8.0 Content Removal

ViSenze respects the rights of its users and any other person. If you believe that your rights are abused on the Service, please contact ViSenze at <https://visenze.com/company/contact-us> or support@visenze.com. ViSenze may ask you to provide additional information to process your complaint. ViSenze will make reasonable efforts to review your complaint and respond promptly. ViSenze will not respond to anonymous complaints. ViSenze may remove any Contributed Content if ViSenze believes, in its sole and absolute discretion, or receives a notice from a third party, that such content may violate any third party rights. Prior to removing the said content, ViSenze will block access to it and provide you a 48-hour prior written notice before removing the said content without maintaining any backup copy.

9.0 Billing Policies, Refunds, Overages, and Upgrade Terms

9.1 Unless otherwise agreed in writing by ViSenze, all subscription fees for your Plan are billed in advance of each billing cycle. All invoices are due for payment upon presentation. Amounts not paid within the agreed upon time will be assessed a late fee of 1.5% per month.

9.2 You will be charged overage fees if you exceed the maximum number of recorded Images and Searches, if any, allowed by your Plan in any given month. There will be no carry-forward of any balance un-utilised Number of Images and/or Number of Searches, if any, in a given month to the following month.

9.3 If you intend to upgrade your Plan level prior to the end of your subscription period, you may do so at any time. However, the upgraded or downgraded Plan shall take effect only after the end of your subscription period and you shall be billed the new price of the upgraded or downgraded plan at the next billing cycle.

9.4 If there are any overages within your subscription period, you will only be charged for these overages at the next billing cycle after your current subscription period ends.

9.5 Any questions involving upgrades or termination of, your Plan can be directed in writing to support@visenze.com.

10.0 Free Trial

10.1 Subscriptions to the Service may begin with a free trial period during which you can try out the Service for 14 days from the date you register ("Free Trial Period"). There is a 1 million image and 1 million search limit during the Free Trial Period.

10.2 If you do not convert into a paying account by the time the Free Trial Period ends, you will lose all access to the Service. There will be a sixty (60) day grace period during which we will continue to hold your Images collection. You will have the option to enter into a paying account arrangement during this grace period, failing which your account will be cancelled at the end of the grace period.

10.3 You may cancel your trial at any time during the Free Trial Period by following the steps described in Section 13 ("Account Cancellation") or simply by letting your Free Trial lapse as provided for in Section 10.2 herein. Upon cancellation of your account, you will immediately lose all access to the Service and any data or information stored within your account. ViSenze reserves the right to modify, cancel and/or limit the Free Trial Period without notice at any time.

11.0 Payment of Fees

11.1 As an express condition of your use of and access to the Service, you agree to pay all fees applicable to your Plan, any other fees for additional services you may purchase, any applicable taxes and any related bank charges in connection with your use of the Service. We will bill the fees due under your Plan. You acknowledge that the amount billed for each renewal period may vary due to promotional offers, changes in your Plan, and changes in applicable taxes, and you authorize us to bill you the corresponding amounts. Unless otherwise stated, all fees are stated in U.S. Dollars.

11.2 Please note that ViSenze must receive the full amount shown on the invoice. Any fees or charges which are levied by your bank for you to make this payment should be paid by you directly and should not come out of your fee payment to ViSenze. If you do not pay these bank charges you will still be liable for the difference between the amount that is paid to us and your total fee payable. Any shortfalls in the fee must be paid before the continuation of your service.

11.3 You are not entitled to any retentions and/or set-offs, and any amount retained or set-off shall be considered late for purposes of late payment calculations.

11.4 Late payments defined as any amounts due that is not received by the due date and are then subject to interest of 1.5% per month or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

11.5 ViSenze reserves its right, after providing you with a written notice to pay all outstanding amounts in full within a specified timeline, to suspend your access to the Service or terminate the Service, and ViSenze shall not be liable to you for any loss or damage incurred by you as a result of the suspension of access to the Service or termination of the Service.

12.0 Taxes

Unless otherwise stated, our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You are responsible for paying all Taxes imposed on the use of the Service or any other products or services offered by ViSenze and subscribed by you. In the event any withholding taxes are imposed by any governmental authority of a foreign jurisdiction on any payments due to ViSenze, you shall bear all such withholding taxes such that the actual amount received by ViSenze is the amount stated in the invoice to you. We will invoice you for such Taxes if we believe we have a legal obligation to do so and you agree to promptly pay such Taxes if so invoiced.

13.0 Credit Card Payments

You may choose to provide us with your credit card details to pay for all fees for your Plan. In doing so, you authorize the card issuer to pay any amounts described herein and associated with your Plan and authorize us (or a billing agent acting on our behalf) to continue charging all such amounts to your credit card account until you or we cancel or terminate your Plan as provided herein or these amounts are paid in full, whichever is later. You must provide current, complete and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number and expiration date) to keep your account current, complete and accurate, and you must promptly contact ViSense at support@visenze.com if your credit card is lost or stolen, or if you become aware of a potential breach of account security (such as an unauthorized disclosure or use of your ViSense username or password). You authorize us to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you agree to immediately pay all amounts due upon receipt of a written demand from Visenze. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. Please check with your bank and credit card issuer for details. ViSense will make its best efforts to have a transaction processed accurately and expeditiously and reimburse you for any excess payment if you were mistakenly charged with. However, ViSense will not be liable for mistakes, errors, malfunctions and miscalculations made by the payment service providers. Upon failure to make any payment, and after serving on you the requisite notice to demand for payment in accordance with Section 11.4 above, ViSense may at its sole and absolute discretion remove, disable or terminate your account. You agree to waive any and all claims against ViSense and its officers, agents and/or employees arising out of or in connection with such termination of Service.

14.0 Account Cancellation

You may cancel your account by sending an email to support@visenze.com or approach your account manager. If you choose to cancel your account prior to the conclusion of subscription period of the Plan that you have selected, you will remain responsible for the payment of all outstanding subscription fees through to the conclusion of your subscription period. Upon clearing all due payments, we will cancel your account. Upon cancellation, you will lose all access to the Service and any data or information stored in your account.

15.0 Intellectual Property

Except for your Contributed Content, all title to, rights and interest in the Service, including any intellectual property rights, whether registered or not, and any goodwill associated therewith, are owned by, or licensed to ViSense. Unless as expressly provided, these Terms do not grant you any rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions or licenses with respect to the Service and you may not use the Service for any other purpose without ViSense's prior, express written authorization. ViSense do not claim ownership over Contributed Content. However, you grant ViSense permission to use your Contributed Content, for the purposes of providing, developing and supporting the Service as well as for internal data analytics. You grant ViSense permission to use your Company name and logo in ViSense website and any ViSense issued publications. If you wish to decline ViSense's use of your name and logo, please contact ViSense at: support@visenze.com. You acknowledge that ViSense may adjust and modify Contributed Content, per your written requests.

16.0 Confidentiality

"Confidential Information" means any information furnished or made available by you or your Authorized Users, that is identified as "confidential" or "proprietary," either by legend on written or electronically stored material, or which ought reasonably to be recognized as confidential or proprietary by virtue of its nature or the circumstances of its disclosure. ViSense will maintain strict confidentiality of your Confidential Information and will not use, disclose or have your Confidential Information disclosed, directly or indirectly to any third party, except as specifically required to provide you the Service, or subject to your prior written permission. ViSense will take reasonable precautions to maintain the confidentiality of your Confidential Information with the same degree of care as to ViSense's own Confidential Information, but in no case less than reasonable care. Upon termination of this agreement, ViSense will use commercially reasonable efforts to delete all copies of your Confidential Information that is stored on ViSense's system, except for retaining data for legitimate business purposes or as required under the applicable laws, including but not limited to account settling, record keeping, archiving and legal issues under tax related requirements. The foregoing will not be considered as your confidential information:

- (a) information already known to ViSense without an obligation of confidentiality,
- (b) information that is or becomes publicly known other than through a breach by us, or
- (c) information that is independently developed by ViSense. If ViSense is requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body or is required by the laws or regulations of any country with jurisdiction to disclose your confidential information, ViSense will provide you a prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at your cost, if you wish to contest the disclosure.

17.0 Disclaimer of Warranty

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED FOR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ACCURACY, RELIABILITY, LIKELY-RESULT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR IT BEING UP-TO-DATE. USE OF THE SERVICE IS AT YOUR SOLE AND EXCLUSIVE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, VISENZE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO THE SERVICE, THE ACCURACY, RELIABILITY, ADEQUACY OR COMPLETENESS OF THE SERVICE OR ANY OTHER MATERIAL PROVIDED BY ANY LINK TO ANOTHER WEBSITE OR SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING UNDER LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE,

INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, LIKELY-RESULT, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICE WHETHER MADE BY VISENZE'S EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THESE TERMS, WILL BE DEEMED TO BE A WARRANTY BY VISENZE FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF VISENZE WHATSOEVER. VISENZE MAKES NO WARRANTIES OR REPRESENTATIONS THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR EFFOR-FREE; (III) THE SERVICE WILL BE ACCESSIBLE AT ANY TIME OR AT ALL TIMES VIA THE CHANNEL SELECTED OR USED BY YOU; (IV) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (V) ANY ERRORS IN VISENZE'S PLATFORM OR THE SERVICE WILL BE CORRECTED.

18.0 Limitation of Liability

VISENZE, AND VISENZE'S EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS OR ANYONE ACTING ON VISENZE'S BEHALF WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON WITH RESPECT TO THE SERVICE'S PROPERTIES, ABILITIES, LIMITATIONS, FITNESS TO YOUR NEEDS, OR WITH RESPECT TO ANY CONTENT AVAILABLE ON THE SERVICE, THAT YOU RELY ON. VISENZE, AND VISENZE'S EMPLOYEES, DIRECTORS, SHAREHOLDERS, ADVISORS OR ANYONE ACTING ON VISENZE'S BEHALF, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH (I) THE USE OF, OR THE INABILITY TO USE THE SERVICE, (II) ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, (III) ANY FAULT OR ERROR MADE BY VISENZE'S STAFF OR ANYONE ACTING ON VISENZE'S BEHALF, (IV) YOUR OWN OR YOUR AUTHORIZED USERS RELIANCE ON THE CONTENT OR ON MATERIAL ORIGINATING FROM THIRD PARTIES, OR FROM ANY COMMUNICATION WITH VISENZE OR WITH OTHER USERS IN CONNECTION WITH THE SERVICE, (V) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM USE OF THE SERVICE, OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE, REGARDLESS OF WHETHER OR VISENZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, COSTS, EXPENSES OR PAYMENTS. ViSense does not guarantee, and shall have no liability for, any Services downtime, including, without limitation, any downtime

(a) caused by failures of or previously scheduled maintenance to ViSense' equipment or servers,

(b) caused by outages to any public Internet backbones, networks or servers;

(c) caused by any failures of your equipment, systems or local access services; or

(d) relating to events beyond ViSense' control, such as strikes, riots, insurrections, fires, floods, explosions, war, governmental actions, labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where ViSense or your servers are located or co-located. Without derogating anything from the above, ViSense's total liability under this agreement in contract, tort, negligence, pre-contract or other representations or otherwise arising out of, or in connection with this agreement or the performance or observance of its obligations under this agreement, and every applicable part of them will be limited to an amount equal to the total amount actually received by ViSense during the three (3) months before such loss or damage first occurred. You acknowledge that the disclaimers and exclusions of liability set forth in Sections 17.0 and 18.0 represent a fair and reasonable allocation of the risks and benefits of this agreement between you and ViSense, taking all relevant factors into consideration, including but not limited to the value of the consideration provided by you to ViSense and the availability and costs of insurance with respect to the said risks. You further agree that these disclaimers and limitations shall be enforceable to the fullest extent permitted by the applicable laws.

19.0 Indemnification

You will indemnify, defend and hold harmless ViSense, ViSense's employees, directors, shareholders, advisors or anyone acting on ViSense's behalf with respect of any claims, demands, damages, losses, liabilities, loss of profit, payments or expenses, proceeding and actions including reasonable attorney fees ViSense may sustain or incur as a result of your breach or violation of any term of these Terms of Use, your use of and access to the Service, any unlawful or tortuous action or omission to act with respect to the Service by you or by anyone on your behalf, or your violation of any law or the rights of a third party. Such indemnity will include, but will not be limited to, legal expenses and attorney fees.

20.0 Governing Law and Dispute Resolution

20.1 These Terms, the Service or any dispute arising out of or in relation to the use of the Service, shall be governed and construed in accordance with the laws of the Singapore, regardless of your country of origin or where you access the Service, and without giving effect to any conflicts of law principles, which would result in the application of the laws of a jurisdiction other than Singapore.

20.2 If any dispute or difference arises between you and ViSense during the term of your use of the Service, the disputing parties shall attempt to bring about an amicable settlement. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the disputing parties hereto, after reasonable attempts which attempt shall continue for not less than fifteen (15) days, gives fifteen (15) days' notice thereof to the other disputing party in writing.

20.3 All disputes, differences or claims arising out of or in connection with these Terms including, any question regarding its existence, validity, construction, performance, termination or alleged violation which is not resolved under Section 20.2 shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre in force from time to time, which rules are deemed to be incorporated by reference in this Section. A party seeking to commence arbitration under this Section 20.3 shall first serve a written notice, specifying the matter or matters to be so submitted to arbitration, on the other disputing party.

20.4 The seat of such arbitration shall be in Singapore and all proceedings shall be conducted in the English language.

20.5 ViSense shall appoint a sole arbitrator for resolving the disputes between the parties.

20.6 All claims and counterclaims shall, to the extent such claims or counterclaims are known at the time any arbitration is commenced, shall be consolidated and determined in the same arbitration proceedings.

20.7 Deposits to cover the costs of arbitration shall be shared equally by the disputing parties. The award rendered by the arbitrator shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the disputing parties shall bear such costs or in what proportions such costs shall be borne by the disputing parties.

20.8 The award rendered by the arbitrator shall be final, conclusive and binding on all the disputing parties, and shall be subject to a forced execution in any court of competent jurisdiction.

20.9 Each of the disputing parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Section.

20.10 Nothing shall preclude either of the disputing parties from seeking interim equitable or injunctive relief from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this agreement. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the disputing parties to pursue any remedy (including for monetary damages) through the arbitration described in this Section 20.

21.0 General

These Terms and the other terms, agreements and policies incorporated herein, along with the Privacy Policy specified at ViSenze's website (<https://www.visenze.com/>) constitute the entire agreement between you and ViSenze with respect to the access and use of the Service and supersede any and all prior agreements, negotiations and understandings, whether written or oral, about the Service. No waiver, concession, extension, representation, alteration, addition or derogation from these Terms will be effective between you and Visenze unless agreed in writing by both parties. If you do not agree with the waiver, concession, extension, representation, alteration, addition or derogation from these Terms, you shall immediately terminate your account with Visenze and, on termination, you shall have no further access to the Service.

22.0 Waiver and Severability

No failure to exercise, nor any delay in exercising, on the part of ViSenze, any right or remedy under the Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. If a court of competent jurisdiction holds any provision of the Terms to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of the Terms shall not be affected thereby.

23.0 No Agency

You and ViSenze are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this agreement.

24.0 Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ViSenze without restriction.

25.0 Contact Us

You may contact ViSenze with any question about the Service, through the contact form at: <https://www.visenze.com/contact>. ViSenze will make efforts to address your inquiry promptly. If you are already a user of the Service, you may contact ViSenze for: Account, Billing and Technical support: support@visenze.com.

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