frenzy

TERMS OF SERVICE

Version 1.0

The following Terms of Service ("**Terms**") govern your access to, and use of, the Frenzy website, mobile applications and all other associated services (collectively referred to as "**Services**" or "**Frenzy**") provided by Lapse Ltd (all references to Frenzy, Lapse Ltd, and associated services hereinafter will be referred to as "**we**" or "**us**"). While we've taken all effort to explain the provision of our Services to you in as simple and straightforward a manner as possible, there will inevitably be clauses that do contain a little bit of 'legalease'. If you require any further explanation or clarification with regards to any of the following, please feel free to get in touch with us and we would be more than happy to provide further explanation and assistance.

The Services are for consumers only – they are only to be used for non-commercial, non-business, private purposes.

If you are accepting these Terms and using the Services on behalf of a company, organization, government, or any other legal entity, you represent and warrant that you have been given the authorisation to do so and are able to bind such an entity to these Terms. In this case, references made to "**you**" and "**your**" in the Terms as mentioned herein will refer to such entity.

By accessing the Services, you agree to be bound by these Terms, which constitute a legally binding agreement between you and us. If you do not accept these Terms, you are not permitted to use the Services, and you should cease using the Services immediately. Please review these Terms carefully and make sure that you understand them before using the Services.

1. Who we are and how to contact us

1.1 We are **Lapse Ltd**, a company incorporated and registered in England with company number 12256780. Our registered office is at Np-105, Icentre Howard Way, Newport Pagnell, Milton Keynes MK16 9PY, England.

1.2 You can contact us by following this link.

2. Who can use Frenzy

2.1 No one under the age of 13 is allowed to create an account or use the Services. By using our Services, you represent that you are over the age of 13 and agree to form a binding contract with us, in addition to stating that you are:

(a) not barred from using the Services under the applicable laws of the country where you are located;

(b) not a convicted sex offender; and

(c) not someone who has previously had an account disabled on Frenzy for a violation of these Terms, any applicable laws or any of our policies.

3. Account creation

3.1 Although you may be able to use a limited number of features as a guest, you will need to create a Frenzy account to make full use of the Services. In that case, you will have to provide certain information about yourself as prompted during the account registration process. All registration information that you submit to us should be truthful and accurate. If, for any reason, any information that you submit is or becomes untruthful, inaccurate and/or incomplete, you should update that information to maintain the accuracy of your account.

3.2 You are responsible for maintaining the confidentiality of your account log-in information (including, for example, your username and password). Accordingly, you are responsible for all activities that occur under your account. You should notify us immediately if you suspect or become aware of any unauthorised use of your account or any other breach of its security.

4. Termination of your account

4.1 You may choose to delete your account at any time without reason by visiting the 'Settings' menu within the mobile app. However, you cannot terminate the applicability of these Terms while still using Frenzy.

4.2 Frenzy may also terminate your account without prior notice to you, including where you are in breach of these Terms or where your account is deactivated due to a period of prolonged inactivity.

5. Your limited right to use the Services

5.1 As part of these Terms, we grant you certain rights and permissions that you need in order to use the Services. Frenzy grants you a licence to use and access the Services on the basis that this licence is:

(a) not a commercial licence – you can only access and use the Services for your own personal, non-commercial uses;

(b) non-transferable – you cannot pass this right to someone else;

(c) non-exclusive – other people can access and use the Services;

(d) revocable – we have the right to remove your ability to use the Services at any time; and

(e) limited – the licence does not extend beyond what has just been described above.

5.2 Your use of the Services is also governed by our other policies, such as our Privacy Policy.

6. Restrictions on how you can use the Services

6.1 We hope that you enjoy using the Services and that your experience on Frenzy is personalized to suit your preferences. However, there are a number of ways in which you are not permitted to, or in any way enable others to, use the Services. Engaging in any of the following practices may lead to the suspension or termination of your account and access to Frenzy without prior notice to you.

(a) You cannot violate someone else's rights by impersonating them, posting their private or confidential information, or otherwise infringing their intellectual property rights, publicity rights or right to privacy.

(b) You may not post content belonging to another person, unless you have obtained a licence or permission from such person in advance.

(c) You cannot use the Services to carry out or enable any unlawful, misleading or otherwise fraudulent activity.

(d) You cannot use the Services to harass, intimidate, defame, or bully other users.

(e) You cannot conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Services.

(f) You cannot use the Services to generate unsolicited advertisement or spam.

(g) You cannot engage in any activity that would interfere with or impair the delivery of our Services or its intended operation.

(h) You cannot upload or otherwise send or transmit any material that contains viruses, 'Trojan horses', worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Services or any associated infrastructure.

(i) You cannot reproduce, copy, transmit, store, sell or otherwise distribute the Services.

(j) You cannot alter, translate, create derivative works from, or try to reverse engineer the Services or any associated infrastructure, or otherwise attempt to derive the source code of the software that enables or underlies the Services.

(k) You cannot purchase and sell, or attempt to license, any account (including your individual account) or other data obtained through the Services or in the course of using our Services.

7. Updates to the Services

7.1 We may from time to time automatically update our mobile apps and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. If you choose not to install such updates, or if you opt out of automatic updates, you may not be able to continue using our mobile apps and the Services.

8. Disclaimers

8.1 At Frenzy, we take pride in the Services that we provide and we make every effort to ensure that these Services are provided to you in as uninterrupted a manner as possible. However, there may be instances in which this is not possible. As such we do not guarantee the provision and/or availability of our Services, or any individual aspect or feature of the Services, to you. The Services are provided to you 'as is' and 'as available'. We cannot guarantee, nor do we represent or warrant, that the Services we provide will always function without delays, disruptions or imperfections, and will be safe and secure.

8.2 Moreover, to the maximum extent permitted by applicable laws, we disclaim all warranties of any kind, either express or implied, including implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

8.3 We also do not take any responsibility and assume no liability for any content that you, another user, or a third-party creates, uploads, sends, receives, or stores on or through the Services.

9. Our limited right to use Your Content

9.1 As part of these Terms, you grant us certain rights and permissions that we need in order for us to provide the Services. The Services allow you to upload content (including photos and videos) to or through the Services ("**Your Content**"). The Services also allow you to share Your Content with other users of the Services. While we do not claim any rights of ownership in relation to Your Content, you grant us a licence to use, store, modify or reproduce it. Whenever you upload, post or share Your Content on or through our Services, you grant to Frenzy a worldwide, non-exclusive, royalty-free, perpetual, transferable, sub-licensable licence to host, store, use, display, distribute, modify, adapt, edit, publicly perform or display, publish and create derivative works of Your Content. You also waive any moral rights that you may have in relation to Your Content.

9.2 Where necessary to provide camera, editing, avatar, media effects, safety, storage, sharing and related features, you agree that we may process Your Content, including photos and videos, to generate previews, edits, masks, rendered outputs and other transformations you request. This does not transfer ownership of Your Content to us.

9.3 On Frenzy, you create an account with a unique username generated by you, alongside a profile picture and other basic information. You grant us a licence to show these aspects of your Frenzy profile publicly where we so choose to. For example, where you choose to share a photo or video that you took on Frenzy with the Frenzy team, if we decide to share Your Content publicly on our other social media accounts, your account and other basic profile information may be displayed alongside such content.

9.4 We are not responsible for anything that you post or share on or through the Services, but if we do see or someone alerts us that you have posted something that we think is inappropriate, then we may remove it at our discretion. Similarly, if you post any content that actually belongs to someone else and they complain to us, we may remove that content at our discretion and you may have to take responsibility for it.

10. Intellectual property rights

10.1 We are the owner or licensee of all intellectual property rights that subsist in the Services or any content made available on the Services, other than Your Content. These rights are covered and protected by laws and treaties around the world. We retain and reserve all rights in relation to the Services and any content made available on the Services, other than Your Content.

10.2 In addition, all trademarks, logos, service names and service marks ("**Marks**") displayed on the Services are our property. You are not permitted to use these Marks without our prior written approval.

10.3 You are the owner of all intellectual property rights that subsist in Your Content. You retain and reserve all rights in relation to Your Content.

11. In-app purchases

11.1 Our mobile applications may allow you to make in-app purchases from time to time.

11.2 Any such purchases are governed by the relevant App Store's terms and conditions. Please refer to the relevant terms and conditions to find out more about payment and refund options.

12. Privacy

12.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be collected, processed and stored with in accordance with our Privacy Policy, which explains what personal information we collect from you, how, and why we collect, store, use and share such information, your rights in relation to your personal information, and how to contact us and/or the relevant supervisory authorities if you have a query or complaint about our use of your personal information. Our Privacy Policy also explains how we process photos, videos, face-related information and other Platform Data used by camera, editing, avatar and media effects.

13. Limitations of liability

13.1 If we fail to comply with these Terms, we are only responsible for loss or damage that you suffer as a direct result of our breaching these Terms or failing to act with reasonable care. We are not responsible for any loss or damage that is not a foreseeable result of our breaching these Terms or failing to act with reasonable care. Loss or damage is 'foreseeable' if it is either obvious that it will happen or if, at the time these Terms are entered into, both we and you knew that it might happen.

13.2 In particular, to the maximum extent permitted by applicable laws, we are not legally responsible to you for:

(a) any indirect, incidental, special, consequential or punitive damages;

(b) any loss of data;

(c) any loss of reputation or goodwill;

(d) any conduct or content of any third-party that may appear on our Services;

(e) any unauthorised access to, use, and alteration of, Your Content; or

(f) any loss resulting from the use of the Services for commercial purposes.

13.3 In no event will our total aggregate liability exceed the lesser of: (i) one hundred pounds sterling (GBP £100.00); or (ii) the amount you paid Frenzy in the twelve months preceding your claim (if any).

13.4 Regardless of the above, nothing in these Terms is intended to limit or exclude our liability to you for:

(a) death or personal injury resulting from our negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability that cannot be excluded or limited pursuant to applicable laws.

14. Indemnity

14.1 As part of the agreement to provide our Services to you, you agree that, to the maximum extent permitted by applicable laws, to indemnify, defend, and hold harmless Frenzy and all associated affiliates, employees, directors, stockholders, licensors, officers and other agents from and against all damages, claims, losses, costs, expenses and liabilities which may be due to, arise out of, or relate in any way to your access to, or use of, the Services and/or your breach of these Terms.

15. General

15.1 Disputes. These Terms are governed by English law and we both agree to submit to the non-exclusive jurisdiction of the English courts. If you are a resident of a country in the European Economic Area (EEA), you may bring a claim to enforce your consumer protection rights in connection with these Terms in England or in the country in which you live.

15.2 We are not responsible for other websites or apps we link to. The Services may contain links to other websites or apps which are not provided by us. Such services are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent services.

15.3 Nobody else has any rights under these Terms. These Terms are between you and us, and no other person shall have any rights to enforce any of its Terms.

15.4 Even if we delay enforcing our rights under these Terms, we can still enforce them later. If we do not insist immediately that you do anything that you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

15.5 If a court finds part of these Terms illegal, the rest will continue in force. Each of the sections of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining sections will remain in full force and effect.

15.6 We may transfer our rights and obligations under these Terms to someone else. We may transfer our rights and obligations under these Terms to another organisation – for example, this could include another member of our group of companies or someone who buys our business. If that happens, we will take reasonable steps to ensure that any such transfer does not affect your rights under these Terms.

15.7 Personal agreement. The agreement formed under Terms is personal to you, and you cannot transfer any of your rights or obligations under them to any other person without our prior written approval.

15.8 Email counts as ‘in writing’. When we use the words ‘in writing’ or ‘written’ in these Terms, this includes emails.

16. Changes to these Terms of Service

16.1 We may from time to time make changes to these Terms. If we do so, we will:

(a) post those changes in an updated version of these Terms on the Services; and/or

(b) where we consider that the changes will materially or adversely affect you or your rights, we will notify you of such changes via email in accordance with applicable laws.

17. One Time Passcodes via SMS

17.1 Frenzy may send you an SMS to act as a One Time Passcode (“OTP”) in order to verify your phone number when creating an account or logging in to an existing account.

17.2 You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

17.3 If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at support@frenzyapp.com.

17.4 Carriers are not liable for delayed or undelivered messages.

17.5 As always, message and data rates may apply for any messages sent to you from us and to us from you. You will receive one SMS per account creation or login attempt. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

17.6 If you have any questions regarding privacy, please read our Privacy Policy.