

## **Terms of Service**

**Effective Date:** 2/2/2024

### **1. Acceptance of Terms**

By downloading, accessing, or using the Lenshipz mobile application (the "App"), you agree to be bound by these Terms of Service (the "Terms"). If you do not agree to these Terms, you must not use the App.

### **2. Description of Service**

Lenshipz provides a platform for drivers to offer courier services, roadside assistance, and rideshare services. The App connects users needing these services with available drivers. Lenshipz acts as an intermediary between users and drivers but does not provide transportation or logistics services itself.

### **3. Eligibility**

By using the App, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms. If you are using the App on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms.

### **4. Account Registration**

To use certain features of the App, you must register for an account. You agree to:

- Provide accurate, current, and complete information during the registration process.
- Maintain and promptly update your account information to keep it accurate, current, and complete.
- Maintain the security of your password and accept all risks of unauthorized access to your account.
- Notify us immediately if you discover or suspect any security breaches related to the App or your account.

### **5. User Responsibilities**

As a user of the App, you agree to:

- Use the App only for lawful purposes and in accordance with these Terms.
- Not use the App in any manner that could disable, overburden, damage, or impair the App or interfere with any other party's use of the App.
- Not use any robot, spider, or other automatic devices, process, or means to access the App for any purpose, including monitoring or copying any of the material on the App.
- Not introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

## **6. Payment Terms**

Users may be required to pay for certain services provided through the App. You agree to:

- Provide accurate payment information and promptly update it as necessary.
- Pay all fees and applicable taxes incurred by you or anyone using your account.
- Acknowledge that all payments are non-refundable, unless otherwise stated by Lenshipz.

## **7. Cancellation and Termination**

You may cancel your account at any time by contacting us at [support@lenshipz.com](mailto:support@lenshipz.com). Lenshipz may terminate or suspend your account or access to the App at any time, without prior notice or liability, for any reason, including if you breach these Terms.

## **8. Disclaimers and Limitation of Liability**

### **a. Disclaimers**

The App is provided on an "AS-IS" and "AS AVAILABLE" basis. Lenshipz disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Lenshipz makes no warranty that the App will be uninterrupted, secure, or error-free.

### **b. Limitation of Liability**

To the maximum extent permitted by applicable law, Lenshipz shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including, but not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the App; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein; (iii) any interruption or cessation of transmission to or from the App; (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our App by any third party; and/or (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the App.

## **9. Indemnification**

You agree to defend, indemnify, and hold harmless Lenshipz, its affiliates, and their respective directors, officers, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the App.

## **10. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of the state of [Insert State], without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms or the App shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

## **11. Changes to Terms**

Lenshipz reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. By continuing to access or use our App after those revisions become effective, you agree to be bound by the revised terms.

## **12. Contact Information**

If you have any questions about these Terms, please contact us at:

- **Email:** [support@lenshipz.com](mailto:support@lenshipz.com)
- **Phone:** 603-239-3286
- **Website:** [www.lenshipz.com](http://www.lenshipz.com)