

USAEyeglass.com

TERMS OF USE

These USAEyeglass.com Terms of Use (these “Terms of Use”) apply when you access, use or visit our website located at www.usaeyeglass.com (the “Site”), or the services we provide through the Site (the Site and these services constituting the “Service”). The Service is provided to you by USA The Eyeglass Place, LLC Optical (“Company,” “we,” “us” and “our”). We prepared these Terms of Use to help explain the terms that apply to your use of the Service. BY AFFIRMATIVELY ACKNOWLEDGING YOUR AGREEMENT TO THESE TERMS OF USE YOU ARE AGREEING TO THESE TERMS OF USE, WHICH CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY.

Notice Regarding Dispute Resolution and Your Right to Opt-Out: These Terms of Use contain provisions that govern how claims you and we may have against each other are resolved (see Section 15 below), including an agreement and obligation to arbitrate disputes, which will, subject to limited exceptions, require you to submit claims you have against us to binding arbitration, unless you opt-out in accordance with Section 15(e). Unless you opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

1. **UPDATES TO THESE TERMS OF USE.** We may modify these Terms of Use from time to time. We will notify you of material changes to these Terms of Use by posting the amended terms on the Site at least thirty (30) days before the effective date of the changes. If you do not agree with the proposed changes, you should discontinue your use of the Service prior to the time the new Terms of Use take effect. If you continue using the Service after the new terms take effect, you will be bound by the modified Terms of Use.
2. **PRIVACY POLICY.** In connection with your use of the Service, please review our Privacy Policy, located on our website, to understand how we use information we collect from you when you access, visit or use the Service. The Privacy Policy is part of and is governed by these Terms of Use and by agreeing to

these Terms of Use, you agree to be bound by the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms.

3. AFFIRMATIVE REPRESENTATIONS REGARDING YOUR USE OF THE SERVICE.

When you use the Service, you represent that: (a) the information you submit is truthful and accurate; (b) your use of the Service and your use of services available on the Service do not violate any applicable laws or regulations; (c) you are of sufficient legal age or otherwise have legal capacity to legally enter into these Terms of Use.

4. TERMS OF SALE

A. Placing an Order Through the Service.

(i) Order Information. In order to place an order through the Service, you must provide us with applicable order information. This order information includes (a) your full name and correct and complete address and shipping information, (b) your phone number, (c) payment information (credit card number, expiration and code numbers), (d) your lens type, tints, and coatings, (e) your pupillary distance (PD) and (f) your applicable prescription (Rx) information. IF YOUR PRESCRIPTION HAS EXPIRED OR IS MORE THAN TWO YEARS OLD, WE RECOMMEND THAT YOU CONFIRM IT WITH YOUR DOCTOR OR EYE CARE PROVIDER PRIOR TO SUBMITTING AN ORDER.

5. A. 24 Hour Hold Period; Changes to Your Order. After placing an order, you will have twenty-four (24) hours to revise and update the order information you have provided via email (info@usaeyeglass.com). Following this twenty-four (24) hour period, you will not be able to revise or update your order information, and we are not responsible for any data entry errors that you made when submitting your order information or errors entered via email.

B. Delivery. Most orders placed for delivery in the United States are shipped from South Carolina. Orders are usually shipped from these locations within 3 to 14 days from date of the order, depending on prescription type and other factors, and, as with all medical devices, your order is subject to government inspection, shipping delays, strikes and other unforeseeable events. Therefore, timing of delivery, receipt of the order by you and other timing expectations might be delayed or impaired and orders can take longer than expected. We do not guarantee a specific delivery date.

C. Return Policy.

(i) 30 Day Return. You will have thirty (30) days from the date of delivery of your order to return items included in the applicable order. If you are not satisfied with eyeglasses you have ordered from us, you may return those eyeglasses and you may elect to receive either (a) a thirty-five percent (35%) refund (excluding shipping), which will be issued back to the credit card used to place the order. Or (b) a seventy-five percent (75%) refund (excluding shipping) in the form of store credit to be used on the Service. You must call us to obtain a return authorization (RA) number before returning your glasses. Orders paid for with Store Credit can only be returned for a 35% refund of the Store Credit amount used to pay for the order. The refund will be issued to the credit card

used on the preceding order for which store credit was issued. For orders where both Store Credit and a credit card are used to pay for the order, the Store Credit portion will only be eligible for a 35% refund while the portion paid for by credit card will be eligible for either 35% refund or issuance of a 75% store Credit. Accessories other than eyeglasses that are unused and in their original condition can be returned for a one hundred percent (75%) refund (excluding shipping). Store credit will NOT be offered for applicable accessories. SHIPPING CHARGES WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES.

(ii) Manufacturing and Other Defects. If your eyeglasses have a manufacturing defect you must return them within thirty (30) days of the date of delivery of your order and we will replace them at no charge. In addition, you will have one year from the date of delivery to return eyeglasses with defects in the anti-reflection (AR) coating and photochromic films and we will replace these eyeglasses at no charge. We are not responsible for damage caused by customer wear and tear. If you are returning your eyeglasses because of a manufacturing defect, you must:

Contact customer service by phone at (843) 669-0888, by email at info@usaeyeglass.com within the applicable period set forth above to get a return authorization (RA) number. No returns are accepted without an RA. Returns should be sent to the address provided with your RA number. To receive a replacement order, glasses must be returned in their entirety (frames, lenses, eyeglass case, etc.). Include a copy (not the original version) of the prescription as written by the doctor, as well as the applicable RA number and a brief description of the reason for the return. Copies of the order or invoice will not be accepted in lieu of a copy of the prescription. You, the customer, shall Pay for the shipping fees back to the Company. If the glasses are reasonably found by us to have a manufacturing defect, we will refund \$2.50 back to the credit card used to place the order as partial reimbursement of your shipping fees. We regret that we cannot issue refunds to any credit card or payment account other than the credit card you used to place the applicable order. If the credit card you used to place the applicable order is no longer valid or a refund cannot be made to that credit card, then the amount of the refund will be issued as a store credit only to the customer account used to place the applicable order.

E.Coupons/Special Sales. "Coupons" and "Coupon codes," "Sales," "Free Shipping" and other special pricing and deals are as advertised only. Please read the specific terms for the applicable offer to understand what restrictions or limitations may apply in your jurisdiction. All special pricing and deals will begin and end on the date and at the time specified with the applicable offer. All valid coupons and coupon codes will be provided through the Service or through advertising sponsored by us. We do not have an obligation to honor any coupons or coupon codes that are posted on third party websites or otherwise provided by third parties.

6. THIRD PARTY SITES. The Service may contain links to websites operated by third parties ("Third Party Sites"). For example, you can access our Facebook,

Twitter and Instagram pages through links on the Service, and you may be able to share information with Third Party Sites through links on the Service; however, we do not own or operate the Third Party Sites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through Third Party Sites. The availability of these links on the Service does not represent, warrant or imply that we endorse any Third Party Sites or any materials, opinions, goods or services available on them. Third party materials accessed through or used by means of the Third Party Sites may also be protected by copyright and other intellectual property laws. THESE TERMS OF USE DO NOT APPLY TO THIRD PARTY SITES. BEFORE VISITING A THIRD PARTY SITE THROUGH LINKS OR OTHER MEANS PROVIDED ON OR THROUGH THE SERVICE, YOU SHOULD REVIEW THE THIRD PARTY SITE'S TERMS AND CONDITIONS AND PRIVACY POLICY, AND INFORM YOURSELF OF THE REGULATIONS, POLICIES AND PRACTICES OF THESE THIRD PARTY SITES.

7. RULES GOVERNING USER CONTRIBUTIONS; PROHIBITED ACTIVITIES; SOCIAL MEDIA GUIDELINES.

A. User Contributions. You may be able to submit comments and content to the Service, including uploading photographs (collectively, "Contributions"). You are entirely responsible for the content of, and any harm resulting from, any Contributions that you provide on or through the Service. When you create or make available a Contribution on or through the Service, you represent and warrant that you:

(i) own or have sufficient rights to provide your Contributions on or through the Service;

(ii) will not provide Contributions that violate our or any other person's privacy rights, publicity rights, intellectual property rights (including without limitation copyrights) or contract rights;

(iii) have fully complied with any third-party licenses relating to Contributions and shall pay all royalties, fees and any other monies required to be paid in connection with Contributions that you provide on or through the Service;

(iv) will not provide Contributions that: (a) are defamatory, damaging, disruptive, unlawful, inappropriate, offensive, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing, or otherwise objectionable; (b) incite, encourage or threaten immediate physical harm against another, including but not limited to, Contributions that promote racism, bigotry, sexism, religious intolerance or harm against any group or individual; or (c) contain material that solicits personal information from anyone under the age of 13 or exploits anyone in a sexual or violent manner;

(v) will not provide Contributions that contain advertisements or solicit any person to buy or sell products or services; and

(vi) will not provide Contributions that constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on our or others' computers or equipment, designated to enable you or others to gather

information about or monitor the on-line or other activities of another party.

B. Prohibited Uses. You agree that in connection with your use of the Service, you will not:

- (i) use the Service for any unauthorized purpose including collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications, or engaging in unauthorized framing of, or linking to, the Service without our express written consent;
- (ii) transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service, including without limitation, hacking into the Service, or using the system to send unsolicited or commercial emails, bulletins, comments or other communications;
- (iii) impersonate any other person or entity, sell or let others use your profile or password, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity;
- (iv) post advertisements or solicitations for jobs or employment on the Service, or otherwise use the Service to hire any person to perform work, including, without limitation, posting advertisements or solicitations for modeling jobs or talent or talent scouting positions on the Service;
- (v) post on the Service any franchise, pyramid scheme, "club membership," distributorship or sales representative agency arrangement or other business opportunity which requires an up-front or periodic payment, pays commissions, or requires recruitment of other members, sub-distributors or sub-agents;
- (vi) decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense the Service, or any portion thereof; or
- (vii) circumvent, disable or otherwise interfere with security related features of the Service or features that prevent or restrict use or copying of any Materials (as defined in Section 10) or enforce limitations on use of the Service or the Materials on the Service.

C. Social Media Guidelines. If you access or use any of our social media pages on Facebook, Pinterest, Twitter, Instagram or YouTube, we ask you to follow the following guidelines when contributing content or comments to these social media pages:

- (i) **Be Polite and Courteous.** Excessive name calling, profanity, fighting words, discriminatory epithets, sexual harassment, bullying, gruesome language or the like, will not be tolerated.
- (ii) **Stay on Topic.** Keep the conversation relevant to the community and contribute to the dialogue. We reserve the right to remove content that is off-topic, out of context, spam, promotional or links to third party sites.
- (iii) **Keep It Real.** All I postings should come from a real person. We will delete any postings from our social media pages that we believe have come from fake or anonymous profiles.
- (iv) **Contact Us with Your Concerns.** We would like to hear about your

complaints or concerns regarding the Service before you share them on our social media pages so that we can help resolve them for you. If you are a customer and have a customer service comment, complaint, concern or idea, we encourage you to give us a call at our customer service number (843) 669-0888, or email our customer service team at info@usaeyeglass.com. We reserve the right to remove content you post on our social media pages that violates these social media guidelines.