

VISION PATH, INC. (DOING BUSINESS AS HUBBLE)

TERMS OF SERVICE

Effective Date: January 22, 2018

Welcome to Vision Path, Inc. (we like to do business under the name Hubble)! We *really* hate to put you through this, but these Terms of Service contain all sorts of important information you should have when visiting ca.hubblecontacts.com and buying our fabulous contact lenses.

THESE TERMS OF SERVICE CONTAIN A DISCLAIMER OF WARRANTIES AND A LIMITATION OF LIABILITY, WHICH LIMIT THE CLAIMS YOU CAN MAKE AGAINST HUBBLE AND THE TYPES AND AMOUNT OF DAMAGES YOU CAN RECOVER FROM HUBBLE.

Vision Path, Inc. (“Company,” “we,” “us,” “our”) provides its services (described below) to you through its website located at ca.hubblecontacts.com (the “Site”) and through its related services (collectively, such services, including any new features, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”).

Not applicable to residents of the province of Québec to which the Consumer Protection Act (Québec) applies: We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service by posting a notice on the Site or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. Any such changes will become effective no earlier than fourteen (14) days after they are posted or notice is sent, as applicable, except that changes addressing new functions of the Service or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Service from time to time, including, without limitation, our Privacy Statement. All such terms are hereby incorporated by reference into these Terms of Service.

Access and Use of the Service

1. **Services Description:** The Service is designed to sell our Hubble contact lenses directly to you by means of the subscription plan you select. We aim to make that process efficient and easy for you.

Your Obligations Regarding Your Prescription: By placing an order for contact lenses, you represent and warrant that you have a valid prescription for the contact lenses that you are ordering and that the information you provide matches exactly the prescription issued to you by your qualified eye care professional. You further agree that you will timely renew your prescription in strict accordance with your eye care professional’s instructions and provide us

with any updated prescription information. You acknowledge that, prior to fulfilling your order, Hubble may require you to submit your original prescription to verify your prescription information (and any other necessary information) or may need to contact your eye care professional. By submitting your order, you consent to Hubble (i) collecting a copy of your prescription and/or (ii) contacting your eye care professional.

Additionally, it is your responsibility to ensure you are using and providing a valid email address. If the email address you provide is incorrect, the Services you request may be interrupted and we will not be responsible for that interruption. Your prescription information, email address and certain other information about you are governed by our Privacy Statement. If you are under 19 years of age, you are not authorized to use the Service to make any purchases and, accordingly, if you wish to order our Hubble contact lenses that order must be placed by your parent or legal guardian.

2. **Member Account, Password, and Security:** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Company will not be liable for any loss or damage arising from your failure to comply with this Section.

3. **Not applicable to residents of the province of Québec to which the Consumer Protection Act (Québec) applies: Modifications to Service:** Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

4. **Mobile Services:** To the extent you access the Site through a mobile device, your wireless service carrier's charges, data rates and other fees may apply, and you will be responsible for all those fees.

Conditions of Use

1. **No Medical or Other Professional Advice Rendered:** You acknowledge that any information offered on the Service or otherwise to you by Company is intended for informational purposes only and not as a substitute for the advice of your eye care professional or any other medical professional. It is essential that you not make any medical decisions without first consulting with your eye care professional or other medical professional. Company's communications with you, whether on the Service or through emails or other direct forms of communication, do not create a medical professional-patient relationship in any respect nor do they represent an expansion of Company's Privacy Statement. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

2. **User Conduct:**

You agree to not use the Service to:

- (a) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
- (b) violate any applicable local, state, provincial, national or international law, or any regulations having the force of law, or any guidelines, policies, rules, codes or similar directives of any governmental entity or agency (collectively, "Applicable Law");
- (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) solicit personal information from anyone under the age of 18;
- (e) harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- (f) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized by Company;
- (g) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- (h) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

The reselling of contact lenses you purchase on the Service is strictly prohibited unless you are a medical professional licensed to do so.

3. **Fees:** To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide Company information regarding your credit card. You represent and warrant to Company that such information is true and that you are authorized to use the credit card concerned. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Company the amount that is specified in the payment plan in accordance with the terms of such plan and these Terms of Service. You hereby authorize Company to bill your credit card in advance on a periodic basis, in accordance with the subscription plan you select, until you terminate your account, and you further agree to pay any charges so incurred, including but not limited to, any charges due at the time of termination for product ordered and shipped but not returned prior to termination. If you dispute any charges

you must advise Company within sixty (60) days after the date that Company charges you. We reserve the right to change Company's prices. If Company does change prices, Company will notify you of the change in an email to you, at least 30 days before the change is to take effect. Should you want to refuse the amendment and cancel your contract with Company, you can do so without cost, penalty or cancellation indemnity by sending Company a notice to that effect no later than 30 days after the change comes into force. (Company may lower the price of our Hubble contact lenses or other products and we will also notify you should that occur.)

4. **Special Notice for International Use; Export Controls:** Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States and Canadian export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. or Canadian export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all Applicable Law regarding your use of the Service, including as it concerns online conduct and acceptable content.

5. **Commercial Use:** Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use only.

6. **Delivery:** Your Hubble contact lenses will be delivered by International Mail Services' ePacket service; expedited shipping, when relevant, will customarily be via DHL's PLX service. The ePacket service utilizes the USPS and packages are deposited directly at the USPS "International Service Center" at Chicago, Illinois O'Hare Airport from the Company's fulfillment center in Plainfield, Indiana. Packages are then transported by the USPS directly to Canada Post at Toronto for final delivery to you.

7. **Return Policy:** The most important thing to us is that you are **100%** happy with the Service and your Hubble contact lenses. But if that is not the case, as long as you have not opened the **mailing box** in which your Hubble contact lenses were shipped, you may return them for any reason up to 15 days after you received them for a full refund of the product cost (i.e., excluding shipping and handling costs), less a \$7.00 restocking fee. You may also have additional rights to terminate your agreement with us and return your Hubble contact lenses under Applicable Law.

If your prescription changes, after you advise us of your new prescription, we're happy to send you contacts that satisfy your new prescription. Please do not open the **mailing box** in which the Hubble contact lenses for your old prescription were mailed to you and ship them back to us so that we can issue a refund of the product cost to you (i.e., excluding shipping and handling costs), less a \$7.00 restocking fee.

Finally, in the unlikely event that any of the Hubble contact lenses you receive are defective, or are in open blister packs, you may return those defective contact lenses to Company **at any time** for a full refund (i.e., including shipping and handling costs), with no restocking fee. Please just

email Company at help@hubblecontacts.com or call [+1\(844\) 482-2531](tel:+1(844)482-2531) to speak with us about the problem so that we can resolve it with you as efficiently and painlessly as possible and set things right.

Bottom line, if you are unhappy with the Service or your Hubble contact lenses please reach out to us at help@hubblecontacts.com or [+1\(844\) 482-2531](tel:+1(844)482-2531) and give us a chance to make you HAPPY, HAPPY, HAPPY!

Intellectual Property Rights

1. **Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain content or features (“Service Content”), including but not limited to Hubble®, that are protected by copyright, patent, trade-mark, trade secret or other proprietary rights and laws. Except as expressly authorized by Company, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Company from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith (the “Software”) are the property of Company, our affiliates and our partners. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Company.

The Company names (including its business/trade names) and logos are trade-marks and service marks of Company (collectively the “Company Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Company. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Company Trademarks displayed on the Service, including but not limited to Hubble®, without our prior written permission in each instance. All goodwill generated from the use of Company Trademarks will inure to our exclusive benefit.

2. **User Content Transmitted Through the Service:** With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “User Content”), you: (i) represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein; and (ii) agree not to violate any Applicable Law or the rights of any other person, including that you won’t upload any personal information of another individual or any content or other materials that are defamatory, obscene, offensive or otherwise objectionable. By uploading any User Content, you hereby grant and will grant Company and its

affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to Company are non-confidential and Company will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you (and subject only to Company’s obligation to protect your privacy).

You acknowledge and agree that Company may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Company, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

3. **Third Party Websites**

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Company has no control over such sites and resources and Company is not responsible for and does not endorse such sites and resources, including but not limited to any eye care professionals or other medical professionals. You further acknowledge and agree that Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties, including eye care professionals or other medical professionals, found while using the Service are between you and the third party, and you agree that Company is not liable for any loss or claim that you may have against any such third party.

4. **Indemnity and Release**

You agree to release, indemnify and hold Company and its affiliates and their officers, employees, directors and agents harmless from any from any and all losses, liabilities, damages, expenses, including reasonable legal fees, rights, claims, actions of any kind and injury (including death) (collectively, “Damages”) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another.

5. **Disclaimer of Warranties**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

EXCEPT AS SET OUT IN THE SECTION ABOVE TITLED “RETURN POLICY”, COMPANY MAKES NO WARRANTY AND THERE ARE NO CONDITIONS THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

6. **Limitation of Liability**

Not applicable to residents of the province of Québec to which the Consumer Protection Act (Québec) applies:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, IN LAW OR EQUITY, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL COMPANY’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNT YOU HAVE PAID COMPANY IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE AND/OR RETURN THE PRODUCT CONCERNED IN ACCORDANCE WITH COMPANY’S RETURN POLICY PRESCRIBED ABOVE.

Not applicable to residents of the province of Québec to which the Consumer Protection Act (Québec) applies: **Description of Products:** Company makes every effort to provide accurate descriptions of the products sold through the Service. However, we do not make any warranties or representations as to whether those descriptions or any other content on the Service are accurate, current or free from error. If you believe that a product you purchased on the Service is other than as Company describes, your sole remedy is to return it in unused condition for a refund of the monies paid for the product concerned as provided in the Return Policy set forth above in these Terms of Service.

7. **Termination**

You agree that Company, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Service, may be referred to appropriate law enforcement authorities. Company may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of these Terms of Service may be affected without prior notice, and acknowledge and agree that Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Company will not be liable to you or any third party for any termination of your access to the Service.

8. **General**

These Terms of Service (and, in the event you use the Services to purchase products, the additional information disclosed to you as part of the purchasing process) constitute the entire agreement between you and Company and govern your use of the Service, superseding any prior agreements between you and Company with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software.

Not applicable to residents of the province of Québec to which the Consumer Protection Act (Québec) applies: These Terms of Service will be governed and construed in accordance with the laws of the State of New York without regard to its conflict of law provisions and the parties hereto irrevocably submit to the exclusive jurisdiction of the state and federal courts located in New York, New York. The parties expressly disclaim the application of the United Nations Convention for the International Sale of Goods.

No waiver of or consent to depart from the requirements of any provision of these Terms of Service shall be binding against Company unless it is in writing and is signed by Company. The failure of Company to exercise, and any delay of Company in exercising, any of its rights hereunder, in whole or in part, shall not constitute or be deemed a waiver or forfeiture of such

rights, neither in the specific instance nor on a continuing basis. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. The invalidity or unenforceability of any provision of these Terms of Use or any covenant herein shall not affect the validity or enforceability of any other provisions or covenants hereof or herein and any such invalid provision or covenants shall be deemed to be severable. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within two (2) years after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Company, but Company may assign or transfer these Terms of Service, in whole or in part, without restriction. The division of these Terms of Service into sections and the section titles are for convenience only and have no legal or contractual effect. **Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.** If not already specified, references to “include” or “including” in each case shall be deemed to be followed by the words “without limitation” (or similar words) and the terms “include” and “including” shall not be construed to limit any general statement which they follow to the specific or similar items or matters immediately following such terms

Language

The parties acknowledge that they have required this agreement to be written in English. Les parties aux présentes reconnaissent qu’elles ont exigé que la présente entente soit rédigée en anglais.

Your Privacy

At Company, we respect the privacy of our users. For details see our Privacy Statement. By using the Service, you consent to our collection and use of personal data as outlined therein.

Questions? Concerns? Suggestions?

When you made it through and we hope you found some useful information in these Terms of Service. Please contact us at +1(844) 482-2531, help@hubblecontacts.com or Vision Path, Inc., 1841 Broadway, New York, NY 10023, Suite 300, Attention: CEO to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.