

**VISION PATH, INC.
(DOING BUSINESS AS HUBBLE®)**

WEBSITE TERMS OF USE

1. Introduction

- 1.1 These are the terms of use for uk.hubblecontacts.com (**Site**). The Site is operated by or on behalf of Vision Path, Inc. doing business as Hubble® (**we, us and our**). We are incorporated under the laws of the State of Delaware, USA. We *really* hate to put you through this, but these Terms of Use contain all sorts of important information you should have when visiting the Site.
- 1.2 Your use of the Site will be subject to these terms and by using the Site you agree to be bound by them. Any products you order through the Site are supplied subject to our Online Terms of Supply (available at uk.hubblecontacts.com). Please read these carefully before placing an order. Use of your personal information submitted to or via the Site is governed by our Privacy and Cookies Policy (also available at uk.hubblecontacts.com).
- 1.3 We reserve the right to change these terms from time to time by changing them on the Site. These terms were last updated on January 1, 2018.

2. Access to the Site

- 2.1 The Site is intended for use only by persons who are at least 18 years of age. By using the Site, you confirm to us that you meet this requirement.
- 2.2 It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications to enable you to access and use the Site and is compatible with the Site.
- 2.3 We may, from time to time, restrict access to certain features, parts or content of the Site, or the entire Site, to users who have registered with us. You must ensure that any registration details you provide are accurate. If you choose, or you are provided with, a log-on ID (such as a username and password or other identifier) as part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-on ID and must notify us immediately of any unauthorised use or other security breach of which you become aware. You must not use your log-on ID for somebody else. We reserve the right to disable any log-on ID, at any time, if in our opinion you have failed to comply with any of the provisions of these terms or if any details you provide for the purposes of registering as a user are false.
- 2.4 We cannot guarantee the continuous, uninterrupted or error-free operability of the Site. There may be times when certain features, parts or content of the Site, or the entire Site, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Site, or any features, parts or content of the Site.

3. **What you are allowed to do**

You may only use the Site for personal, non-commercial use and only in accordance with these terms. You may retrieve and display content from the Site on a computer screen, print and copy individual pages and, subject to the next section, store such pages in electronic form. Additional terms may also apply to certain features, parts or content of the Site and, where they apply, will be displayed on-screen or accessible via a link.

4. **What you are not allowed to do**

4.1 Except to the extent expressly set out in these terms, you are not allowed to:

- (a) 'scrape' content or store content of the Site on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the content of the Site;
- (b) remove or change any content of the Site or attempt to circumvent security or interfere with the proper working of the Site or the servers on which it is hosted (including by masking your IP address or using a proxy IP address); or
- (c) create links to the Site from any other website, without our prior written consent, although you may link from a website that is operated by you provided the link is not misleading or deceptive and fairly indicates its destination, you do not imply that we endorse you, your website, or any products or services you offer, you link to (and do not frame or replicate) the home page of the Site, and the linked website does not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party.

4.2 You must only use the Site and anything available from the Site for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.

4.3 All rights granted to you under these terms will terminate immediately in the event that you are in breach of any of them.

5. **Intellectual property rights**

All intellectual property rights in any content of the Site (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos) and in the design or packaging of our products are owned by us or our licensors. Except as expressly set out here, nothing in these terms gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading, printing or otherwise using content from the Site. In the event you print off, copy or store pages from the Site (only as permitted by these terms), you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced.

6. **No medical or other professional advice rendered**

You acknowledge that any information offered on the Site or otherwise to you by us is intended for informational purposes only and not as a substitute for the advice of your eye care professional or any other medical or healthcare professional. **It is essential that you not make any medical decisions without first consulting with your eye care professional or other medical professional.** Our communications with you, whether on the Site or through emails or other direct forms of communication, do not

create a medical professional–patient relationship in any respect. 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.

7. Site features and content

- 7.1 We may change the format, features and content of the Site from time to time. You agree that your use of the Site is on an 'as is' and 'as available' basis and at your sole risk.
- 7.2 Whilst we try to make sure that content on the Site consisting of information of which we are the source is correct, you acknowledge that the Site may make content available which is derived from a number of sources, for which we are not responsible. In all cases, information on the Site is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information.
- 7.3 Except as set out in our Online Terms of Supply, to the extent they apply, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Site and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Site or relying on any of its content.
- 7.4 We cannot and do not guarantee that any content of the Site will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

8. External links

The Site may, from time to time, include links to external sites, which may include links to third party offers and promotions. We include these to provide you with access to information, products or services that you may find useful or interesting. We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of or association with their operators or promoters.

9. General

- 9.1 Nothing in these terms shall limit or exclude our liability to you:
- (a) for death or personal injury caused by our negligence;
 - (b) for fraudulent misrepresentation;
 - (c) for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded; or
 - (d) for any other liability that, by law, may not be limited or excluded.
- 9.2 Subject to this, in no event shall we be liable to you for any business losses and any liability we do have for losses you suffer is strictly limited to losses that were reasonably foreseeable.

- 9.3 These terms shall be governed by English law, except that if you live in Scotland or Northern Ireland, there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law.
- 9.4 You agree that any dispute between you and us regarding these terms or the Site will only be dealt with by the English courts, except that if you live in Scotland or Northern Ireland, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country.

10. Contacting us

Please submit any questions you have about these terms or any problems concerning the Site by email to help@hubblecontacts.com, by telephone on +44-808-169-2420 between the hours of 9 am to 5 pm GMT, Monday to Friday or write to us at Vision Path, Inc., 1841 Broadway, Suite 300, New York, NY 10023, United States of America.