

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

ONLINE TERMS OF SUPPLY

Effective Date: March 11, 2018

1. Introduction

- 1.1 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. Our VAT registration number is GB289 2130 87. We *really* hate to put you through this, but these Online Terms of Supply contain all sorts of important information you should have when visiting uk.hubblecontacts.com (**Site**) and buying our Hubble contact lenses.
- 1.2 Your purchase of our Hubble® contact lenses on the Site (**Products**) is subject to these terms and by placing an order for any Product you agree to be bound by them. You should print a copy of these terms for future reference. Use of the Site itself is subject to our Website Terms of Use available at uk.hubblecontacts.com. 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, although no such change will affect any order you have already placed with us. These terms were last updated on January 1, 2018.

2. Ordering and availability

- 2.1 The service is designed to sell the Products to you by means of the subscription plan you select.
- 2.2 To order any Product, you must be at least 18 years of age.
- 2.3 By placing an order for any Product via the Site, you represent and warrant that:
- (a) you are at least 18 years of age and have the capacity to bind yourself legally to these terms;
 - (b) the contact lenses you are ordering will only be used by you and you are not making a purchase on behalf of anyone else;
 - (c) you have a valid specification for the contact lenses that you are ordering and that you are not ordering contact lenses after the expiry date of the specification;
 - (d) the information you provide matches exactly the prescription issued to you by your qualified eye care professional;
 - (e) you are not registered as sight-impaired, blind, partially-sighted or know of any reason why the contact lenses you are ordering are not appropriate for you;
 - (f) you will attend aftercare appointments as directed by your eye care professional;

- (g) you will follow the instructions of use and care provided with the contact lenses you are ordering; and
 - (h) you are not ordering a quantity of contact lenses that will exceed the expiry date of your contact lens specification.
- 2.4 You further agree that you will renew your prescription in strict accordance with your eye care professional's instructions and provide us with any updated specification. Prior to fulfilling your order, we may require you to submit a copy of your original specification to allow us to verify the information in your order and contact lens specification (and any other necessary information). By submitting your order, you consent to Hubble contacting your eye care professional. If, for any reason, the details on your contact lens specification cannot be verified by your eye care professional, we will have no obligation to supply the Products you have ordered and will be entitled to cancel your order and (if we have charged you for the Products) refund your money within 14 days.
- 2.5 Your personal data will be processed in accordance with our Privacy and Cookies Policy.
- 2.6 Products may be ordered by selecting the relevant contact lens powers and then following the prompts that will appear on-screen to sign up for a subscription plan. You may check and correct any input any errors up until the point at which you submit your order to us by clicking the "Place My Order" button on the checkout page. When you click this button, you are placing a recurring order for the Products, which will be billed and delivered at the frequency selected by you through your account on the Site.
- 2.7 Your order constitutes an offer to us to buy the Product(s) ordered. All orders are subject to acceptance by us. We are not obliged to accept your order and may, at our discretion, decline to accept any order. You do, however, acknowledge that by clicking on the "Place My Order" button, you enter into an obligation to pay for the Product(s). Where we accept your order, we will confirm such acceptance by sending you a confirmation that your order has been despatched (**Order Confirmation**). The contract between you and us in relation to the Product(s) ordered (**Contract or Subscription Plan**), will only be formed when we send you the Order Confirmation. After entering into the Contract, we will be under a legal duty to supply you with Products that are in conformity with the Contract.
- 2.8 The Contract will relate only to the Product(s) which have been confirmed in the Order Confirmation. We will not be obliged to supply any other Product(s) which may have been part of your order until such Product(s) have been confirmed in a separate Order Confirmation.
- 2.9 Additionally, it is your responsibility to ensure you are using and providing a valid email address. If the email address you provide is incorrect, we may not be able to provide you with an Order Confirmation and our provision of the Products you order may be disrupted.
- 2.10 The reselling of contact lenses purchased on the Site is strictly prohibited.
- 3. Delivery**
- 3.1 The Products will be delivered to you at the frequency set out in the Order Confirmation unless there are exceptional circumstances or you change this frequency through your account on the Site.

- 3.2 Your order will be delivered to the delivery address within the United Kingdom you specify when placing your order.
- 3.3 If your delivery address is geographically remote, for example certain outlying islands or other isolated locations, it is possible that we may not be able to deliver there. If that is the case, we will notify you before we accept your order. Orders cannot be delivered to PO Box or similar addresses.

4. Price and payment

- 4.1 In order to buy Products, you need to sign up to a monthly Subscription Plan. The price of the monthly Subscription Plan is as quoted on the Site from time to time. You will be billed on a monthly basis unless you set a different frequency for deliveries of the Products through your account on the Site, in which case you will be billed at that frequency.
- 4.2 Prices include VAT and delivery costs. Prices are liable to change at any time, but changes will not affect plans in respect of which we have already sent you an Order Confirmation. We will notify you in advance of any change (and, in case that change increases the price of the Products, we will notify you at least 30 days in advance). However, no price increases will affect any existing Contract (i.e. any existing Subscription Plan).
- 4.3 If you choose to order Products, you will be required to select a payment method and provide us with 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 or debit 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 Order Confirmation in accordance with these Terms of Service.
- 4.4 You hereby authorize Company to bill your credit card or debit card in advance on a periodic basis, in accordance with the Subscription Plan you select, until you terminate the relevant Subscription Plan, 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. You can terminate a Subscription Plan at any time.
- 4.5 Payment for all orders must be made by credit or debit card on the checkout page. We accept payment by most major credit and debit cards as described on the website.
- 4.6 We will charge your credit or debit card once we send the Order Confirmation, before we despatch your order.
- 4.7 You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorise payment for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

5. Risk and ownership

- 5.1 The Product(s) ordered will be at your risk from the time of delivery. Ownership of the Product(s) ordered will also pass to you on delivery, provided full payment of all sums due in respect of the Product(s), including any delivery charges, has been received.
- 5.2 You should check the Products for damage on delivery. If the Products are damaged, please return them to us as set out in the section below entitled "Faulty Products".

6. Consumer cancellation rights

- 6.1 You may cancel a Contract at any time before your order is delivered and up to 14 days afterwards, beginning on the day after your order (in its entirety) is delivered to you.
- 6.2 If you cancel, you will receive a full refund of the price paid for the Product(s) in accordance with our refunds policy (see below).
- 6.3 To cancel a Contract, you must clearly inform us, preferably:
- (a) by telephone on +44-808-169-2829 between the hours of 9 am to 5 pm GMT, Monday to Friday giving us your name, address and order reference; or
 - (b) by completing and submitting our cancellation form available immediately following these Terms of Supply.
- 6.4 You must also return the Product(s) to us within 16 days after the day of notifying us of the cancellation, in the same condition in which you receive them with the **outer mailing box** unopened (which does not interfere with your right to take any reasonable steps to examine the Product(s) and make sure they conform to your order). You have a legal obligation to take reasonable care of the Product(s) while in your possession. If you fail to comply with this obligation, we may have a right to deduct the cost of any deterioration (due, for example, to your having used the Product(s)), up to the price of the Product(s), from the refund to which you are otherwise entitled. We will refund the price paid in full (subject to any such deductions), including the cost of standard delivery.
- 6.5 To return the Product(s), you should simply contact us at help@hubblecontacts.com to request your postage pre-paid return mailing label, affix that label to the unopened outer mailing box, and return it to us by mail to the following address which is on the label we will provide to you:

MCS Fulfilment B.V.
B/O Hubble Contacts
International Business Return Service
I.B.R.S./C.C.R.I. Numéro 10150
4870 VB Etten Leur
THE NETHERLANDS

- 6.6 Details of the consumer rights described above, and an explanation of how to exercise them, are provided in the Order Confirmation. Nothing in this section affects your statutory rights.

7. Our refunds policy

- 7.1 If you cancel a Contract between us within the 14-day cooling-off period (see above), we will process any refund due to you as soon as possible and, in any case, within 14 days after the day on which we receive the Product(s) back in an unopened mailing box or, if earlier, the day on which we receive evidence that you have returned the Product(s) to our returns address (see above). We will refund the price paid in full (subject to any deduction we are entitled to make due to your use of or damage to the Product(s)), including the cost of standard delivery. As described above, we will provide you with a postage pre-paid mailing label for purposes of returning the unopened outer mailing box; accordingly, we will not refund your cost of returning the Product(s) should you choose not to use that pre-paid label.

7.2 Refunds are made using the same method originally used by you to pay for your purchase, unless agreed otherwise.

8. Faulty Products

8.1 If any Product you order is damaged or faulty when delivered to you or has become faulty after delivery, you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. If you believe a Product was delivered damaged or faulty or has become faulty after delivery, you should inform us as soon as possible, giving your name, address and order reference.

8.2 In the unlikely event that any of the Products you receive are damaged or defective, or are in open blister packs, you may return those Products at any time for a full refund. Please just email or call us using the details in clause 9 below (*Contacting us*) 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.

8.3 Bottom line: if you are unhappy with the Service or your Hubble contact lenses please reach out to us and give us a chance to make you HAPPY, HAPPY, HAPPY!

8.4 Nothing in this section affects your legal rights.

9. Contacting us

Please submit any questions you have about these terms or an order you have placed or ordering in general, or any complaint or concern in relation to any Product ordered 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.

10. Our liability

10.1 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;
- (d) under Part I of the Consumer Protection Act 1987; or
- (e) for any other liability that, by law, may not be limited or excluded.

10.2 Subject to this, in no event shall we be liable to you for any business losses and any liability we may have for losses you suffer arising from any Contract shall not exceed the purchase price of the relevant Product(s) and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

10.3 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any Contract that is caused by events outside our reasonable control.

10.4 We will not be liable for harm or damage caused by through your wilful acts or omissions, your negligence or improper use of the Products.

IF YOU HAVE DIFFICULTIES UNDERSTANDING THIS SECTION, PLEASE CONTACT US.

11. General

11.1 You may not transfer or assign any or all of your rights or obligations under any Contract.

11.2 All notices given by you to us must be given in writing to the address set out at the end of these terms. We may give notice to you at either the email or postal address you provide to us when placing an order.

11.3 If we fail to enforce any of our rights, that does not result in a waiver of that right.

11.4 If any provision of these terms is found to be unenforceable, all other provisions shall remain unaffected.

11.5 These terms may not be varied except with our express written consent.

11.6 These terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Contract. We are required by law to advise you that Contracts may be concluded in the English language only and that no public filing requirements apply.

11.7 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.

11.8 You agree that any dispute between you and us regarding these terms or any Contract 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.

11.9 The European Online Dispute Resolution platform (<http://ec.europa.eu/consumers/odr/>) provides information about alternative dispute resolution which may be of interest.

Model Cancellation Form

To Vision Path Inc.
1841 Broadway, Suite 300
New York, NY 10023
United States of America

Facsimile Number: [+44-808-169-4520](tel:+44-808-169-4520)
Email address: help@hubblecontacts.com

I/We* hereby give notice that I/we* cancel my/our* contract of sale of the following goods:

.....
.....
.....

Ordered on* / received on*:

Names of consumer(s):

Address of consumer(s):

.....
.....

Signature of consumer(s) (only if this form is notified on paper):

Date:

**Delete as appropriate*