

Thank you for visiting the NAOO site, provided to you by the National Association of Optometrists and Opticians, Inc. ("NAOO", "we", or "us" or "our"). This document sets forth the terms and conditions that apply to your use of the site.

TERMS OF USE AGREEMENT

Introduction

The effective date of this Terms of Use Agreement ("Agreement") is November 18, 2020. This version of the Agreement of use replaces and supersedes any prior terms of use applicable to this site. The terms of this Agreement affect your legal rights, responsibilities and obligations and govern your use of the site and services, are legally binding, limit NAOO's liability to you and require you to indemnify us.

This site is owned by NAOO. We provide this site and related services to you, the user of this site, only for your personal, non-commercial use and subject to your acceptance of and compliance with this Agreement. Please read the terms contained herein carefully before using this site and/or the services associated therewith. **Your use of this site and the associated services confirms your unconditional acceptance of these terms and conditions.** If you do not wish to be bound by these terms and conditions, do not use this site.

Changes to this Agreement

1. We reserve the right, in our sole discretion, to revise this Agreement at any time. Any changes to these terms will be included in a revised version of this Agreement accessible through the site. Your continued use of the site and any related services following posting of any changes to this Agreement constitutes your unconditional acceptance and agreement to be bound by the changed terms. You must cease using the site if you do not agree to be bound by the revised terms and conditions.

Summary

For your added convenience, we have summarized some but not all of the main topics of this Agreement below:

- **Grants and Limitations of Rights**
 - We only grant you a limited revocable license to use the site and services subject to rules and limitations.
 - You grant us a broad license to any content you may choose to submit. You retain ownership of and responsibility for your content. We have the right to manage our site and service to keep its content appropriate.
 - Your use of our site and service is subject to various restrictions designed to protect us and our users.

- **Limitations on Your Remedies**

As permitted by applicable law,

 - We also disclaim most warranties and provide the site and services "As Is".
 - Our liability is greatly limited.
 - Your equitable or injunctive relief rights are limited.

- **Availability of Site**

- We may change or discontinue our site or service, or your right to access it, in whole or in part. Our site is intended for access from and use in the U.S.A.

Privacy Information

2. By using this site, you consent to our collection and use of personal information as discussed in our Privacy Statement, which is hereby incorporated into this Agreement. A copy of the Privacy Statement can be accessed on the site.

General Use and Site License

3. This site and its related services are intended only for use by those who are 18 years of age or older and of the age of majority in the jurisdiction in which they reside. If you are not 18 or older, and of the age of majority in the jurisdiction in which you reside, you cannot use this site without the supervision of your parent or legal guardian. If you are a parent or legal guardian, you agree that you will monitor and supervise the use of this site by children, minors, and others under your care, and you agree to be responsible for their use of this site.

4. We grant you a limited, nonexclusive and revocable license to make personal and non-commercial use of the site. You may view, copy, download, or print materials from this site for your own personal and non-commercial use. In this context, "personal and non-commercial use" does not include posting, uploading, or otherwise publishing the materials to any other site. This license does not include any rights not specifically enumerated herein. You agree to use this site only for lawful purposes and in accordance with the terms and conditions contained herein.

5. Without altering the scope of the license, and except as expressly provided for in this Agreement, this license does not include the right: (a) to modify, adapt, translate, copy, reproduce, imitate, distribute, publish, or resell the site or any of the content on the site, including but not limited to the trademarks and copyrights of NAOO and its members, or to make derivative use of the site or its contents; (b) to make commercial use of the site or any of its contents; (c) to bypass any technical measures used to prevent or restrict access to any portion of the site; (d) to reverse engineer, decompile or disassemble the site, or to convert into human readable form any of the contents of this site not intended to be so read, including but not limited to using or directly viewing the underlying code for the site except as interpreted and displayed in a web browser; (e) to use any data mining, robots, or similar automated data gathering and extraction tools to access the site; (f) to violate or attempt to violate the security of the site; or (g) to interfere with or attempt to interfere with the proper working of the site. We reserve the right to issue Community Usage Rules and Standards to govern the use of the site and services.

6. You acknowledge that your use of this site is at our sole discretion, and your license to use the site may be terminated by us at any time, for any reason or for no reason. We reserve the right, in our sole discretion, to refuse service, to block or prevent future access to and use of this site. Following termination of this license, the terms of this Agreement shall still apply to the extent practicable.

Intellectual Property Rights

7. Unless otherwise noted, all content included on this site, including images, illustrations, designs, icons, photographs, video clips, text, and other material ("content"), is the property of NAOO or its suppliers, licensors, partners, or affiliates and is protected by United States and international

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9. Any unauthorized use of any content or materials on this site is strictly prohibited and may violate copyright and trademark laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes.

Links to Third Party Sites

10. From time to time, we may provide links to other internet sites or resources via this site, and other sites may link to this site. We have not reviewed the accuracy of the content of any linked third-party site. No endorsement of any such linked third-party site is made, either express or implied. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and that we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that we shall 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, goods or services available on or through any such site or resource. Use of such links is at your own risk.

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13. THIS SITE, ITS CONTENT, AND ANY ASSOCIATED SERVICES ARE PROVIDED BY NAOO ON AN "AS IS" AND "AS AVAILABLE" BASIS. NAOO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, TO THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THIS SITE, OR TO THE FUNCTIONALITY OF ANY SERVICES ASSOCIATED THEREWITH. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NAOO DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF WORKMANLIKE EFFORT, OF SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF CONTENT, OR OF NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OR TRADE. FURTHER, LUXOTTICA RETAIL MAKES NO REPRESENTATIONS OR WARRANTIES THAT THIS SITE AND/OR ITS CONTENTS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. NAOO IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, PHOTOGRAPHY, OR ANY OTHER CONTENTS ON THIS SITE.

14. BY USING THIS NAOO SITE, YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE, INCLUDING YOUR USE OF ANY AND ALL ASSOCIATED CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SITE, AND ANY ASSOCIATED SERVICES IS SOLELY AT YOUR OWN RISK. NAOO DOES NOT WARRANT OR GUARANTEE THAT ITS SITE, SERVERS, OR EMAILS SENT BY OR ON BEHALF OF NAOO ARE FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS. FURTHER, NAOO DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED, AND ERROR-FREE OPERATION OF ITS SITE, NOR THAT ALL COMMUNICATIONS BETWEEN YOU AND NAOO, OR BETWEEN YOU AND ANY OTHER USER OF THE SITE, WILL BE SECURE FROM ACCESS OR INTERFERENCE BY THIRD PARTIES.

15. NAOO WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR OTHERWISE RELATED TO YOUR USE OF OR INABILITY TO USE THIS SITE OR THE ASSOCIATED SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF NAOO HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, LUXOTTICA RETAIL WILL NOT BE LIABLE FOR ANY DAMAGE TO YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESSING OR USE OF THIS SITE, OR FROM YOUR DOWNLOADING OF ANY MATERIALS FROM THIS SITE, OR FOR ANY DAMAGES ARISING OUT OF A THIRD PARTY'S UNAUTHORIZED ACCESS TO AND USE OF YOUR PERSONAL INFORMATION, IF ANY, STORED ON NAOO'S COMPUTERS AND/OR SERVERS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NAOO, OR ITS MEMBERS WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING TO THE USE OF THIS SITE EXCEED \$10.

16. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

17. You agree to indemnify, defend and hold harmless NAOO, its agents, members, and affiliates, and their officers, directors, and employees, from and against any claim, demand, damages, cost, and expenses, including reasonable attorney fees, arising from or related to your use of this site and

the services provided in connection with the site, or your breach of any provision of this Agreement or any warranty provided hereunder.

18. You agree that if you are dissatisfied with the site or any services offered in connection with the site, if you do not agree with any part of this Agreement, or you have any other dispute or claim with or against NAOO with respect to this Agreement or the site, your sole and exclusive remedy is to discontinue using the site and any services offered in connection with the site.

19. This site is created and maintained by NAOO in the State of Ohio. We make no representation that the site or any of its content is appropriate or available for use outside the United States of America, and access to the site from territories where the content is illegal is prohibited. You agree that you are solely responsible for compliance with applicable local laws connected with your use of this site.

20. You agree that the laws of the State of Ohio, without giving effect to any principles of conflicts of laws, will govern this Agreement and any dispute of any sort that may arise between you and NAOO or its affiliates or members. Regardless of where you access this site, you agree that any action or proceeding arising out of this Agreement or your use of the NAOO site, whether at law or in equity, must be brought in the state or federal courts serving Hamilton County, Ohio, and you hereby irrevocably and unconditionally consent to the exclusive personal jurisdiction of such courts. You further agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

Enforcement

21. You acknowledge that any breach, threatened or actual, of this Agreement will cause irreparable injury to NAOO, such injury would not be quantifiable in monetary damages, and NAOO would not have an adequate remedy at law. You therefore agree that NAOO shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement.

Waiver and Severability

22. Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of any subsequent or other default or failure of performance. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law or court order, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

Independent Party

23. You are an independent party. No joint venture, partnership, employment, or agency relationship exists between you and NAOO as a result of this Agreement or your utilization of this site.

General Information

24. This Agreement represents the entire understanding between the parties regarding your use of the site, and supersedes all other agreements, express, or implied, between them. This Agreement shall not be modified except as provided for herein or except in writing, signed by an authorized representative of NAOO. If any provision of this Agreement is determined to be invalid or unenforceable for any reason whatsoever, the remainder of this Agreement shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of this Agreement.

NAOO's failure to act with respect to a breach of this Agreement by you or others does not constitute a waiver of its rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under this Agreement.

A printed version of this Agreement and of any notice given in electronic form shall 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.

25. This Agreement and any disputes brought by you against NAOO or NAOO against you shall be governed by, construed, and resolved in accordance with, the laws of the State of Ohio.

26. Class Action Waiver. As permitted by applicable law, both you and NAOO waive the right to bring any Dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any Dispute brought by anyone else.

27. Assignment. We may assign our rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of NAOO.

28. The section titles in this Terms of Use Agreement are for convenience only and have no legal or contractual effect.

29. Any rights not expressly granted herein are reserved by NAOO.

If you have any questions or suggestions regarding these terms and conditions, please contact us at:

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