

Terms and Conditions

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION THAT MAY AFFECT YOUR LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, REQUIRING INDIVIDUAL BINDING ARBITRATION OF ANY POTENTIAL LEGAL DISPUTES BETWEEN YOU AND 1-800 Contacts, AND WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Welcome and thank you for using this online services platform, provided by 1-800 CONTACTS, INC. or its affiliates that provide access or links to these Terms and Conditions (collectively, “1-800 Contacts,” “us,” or “we”). The following Terms and Conditions (these “Terms”) govern your use of this platform (our Website, mobile applications, or other digital services, collectively, the “Site”). By using, registering with, or shopping at 1800contacts.com (the “Site”), you accept these Terms, including this arbitration provision and class action waiver herein, so please read them carefully.

By using the Site, you affirm that you are able and legally competent to agree to and comply with these Terms. If you do not meet these requirements, you must not register for or purchase products from the Site.

If you do not agree to these Terms, then you may not use, register for or shop at the Site. If at any time you do not accept all of these Terms, you must immediately stop using the Site.

Privacy

For information on how we handle information, including health information, we collect from you or about you when you use the Site, please review our [Online Privacy Policy](#), [Notice of Privacy Practices](#), and [Supplemental Privacy Notice for Residents of Certain States](#) (if applicable).

No Professional Advice

Any information supplied through the Site, or any information provided by any of our employees or agents, whether by telephone, e-mail, letter, facsimile, or other form of communication, is for informational purposes or general guidance only, and does not constitute medical or other professional advice. Information provided through the Site is not a substitute for medical advice and it is important that you not make medical decisions without first consulting your personal physician or other healthcare professional. The receipt of any questions or feedback you submit to us does not

create a professional relationship and does not create any privacy interests other than those described in our applicable privacy notice.

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER VISITOR TO THE SITE, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

Electronic Communications

When you visit the Site or send e-mails to us, you are communicating with us electronically and are consenting to receive communications from us electronically regarding a purchase or response to a question or comment, or because you have chosen to receive promotional, legal, or reminder emails about your contact lenses. We will communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Dispute Resolution by Binding Individual Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND 1-800 Contacts TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM 1-800 Contacts EXCEPT THAT (i) ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MAY BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS, AND (ii) ANY DISPUTE TO SEEK TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION.

(a) Arbitration Agreement. You and 1-800 Contacts agree that all claims and disputes relating in any way to your use of the Site, information collected or provided by you to us through the Site, or to any products or services you use, purchase, or purchased through the Site, shall be resolved by binding arbitration on an individual basis. Arbitration is the referral of a claim or dispute to one or more persons charged with reviewing the claim or dispute and making a final binding determination to resolve it instead of having it decided by a judge or jury in court. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very

limited review by a court. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE DISPUTES. THE RULES IN ARBITRATION ARE DIFFERENT AND ARE ADDRESSED BELOW.

(b) Waiver of Jury Trial. YOU AND 1-800 Contacts WAIVE ANY RIGHT, INCLUDING ANY CONSTITUTIONAL OR STATUTORY RIGHT TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY EXCEPT AS PROVIDED IN THIS DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER SECTION, YOU AND 1-800 Contacts ARE INSTEAD ELECTING TO HAVE CLAIMS AND DISPUTES RESOLVED BY ARBITRATION.

(c) Mandatory Pre-Arbitration Notice and Commitment to Good-Faith Negotiations. Before either you or 1-800 Contacts may initiate an arbitration proceeding or any action in a judicial proceeding, you and 1-800 Contacts agree that each party will notify the other in writing of any claim or a dispute reasonably anticipated to lead to, or that will lead to, arbitration or a judicial proceeding, so that the parties can initially try to resolve the claim or dispute informally and individually. Notice by 1-800 Contacts will be sent to you at your last known street and email addresses on file, and notice by you to 1-800 Contacts must be sent by email to 1-800 Contacts at the following email address: legal@1800contacts.com. The notice of dispute must include your name, street address, telephone number, and email address on file with us, as well as a brief description of the claim or dispute that is specific and individual to you, the amount of money (if any) at issue, and the specific relief sought. The notice of dispute must also include the name, street address, telephone number, and email address of any attorney or law firm that represents you with respect to the claim or dispute. You and 1-800 Contacts then agree to negotiate personally, individually, and in good faith to try to resolve the claim or dispute. If and only if the parties cannot resolve the claim or dispute within sixty (60) days after the notice is received, then either party may, consistent with the Mass Case Filing Procedures set forth below, commence an arbitration proceeding with a written demand for arbitration. Any limitations period will be tolled from the date the dispute is noticed to the other side until the expiration of this sixty (60) day period. Compliance with this Mandatory Pre-Arbitration Notice and Commitment to Good-Faith Negotiations provision is a condition precedent and requirement for initiating any arbitration proceeding. If the sufficiency of a notice of dispute or compliance with this Mandatory Pre-Arbitration Notice and Commitment to Good-Faith Negotiations provision is disputed, that dispute may be decided by a court on an individual basis at either Party's election, and any formal dispute resolution proceeding shall be stayed pending resolution of that

dispute. A court shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of a demand for arbitration and the collection of any fees associated therewith. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in this informal process.

(d) Arbitration Procedures. The arbitration of any dispute or claim subject to this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section shall be governed by the Federal Arbitration Act (the "FAA") and shall be administered by the American Arbitration Association (the "AAA") and conducted in accordance with the AAA Consumer Arbitration Rules and, as applicable, the AAA Mass Arbitration Supplementary Rules, as any such rules may be modified by this arbitration agreement and by the AAA. The AAA Rules and filing forms are available online at www.adr.org/rules or by calling AAA at 1-800-778-7879. If the AAA is unavailable or unwilling to administer arbitration consistent with this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section, another arbitration provider shall be selected by the parties that will administer the arbitration consistent with it. If the parties cannot agree on a provider, one shall be selected by a court that will administer the arbitration consistent with this section. You may choose to have the arbitration conducted by telephone, virtually, based on written submissions, or at an in person hearing in the county where you live or at another mutually agreed upon location. 1-800 Contacts reserves the right to request a hearing from the arbitrator. You agree to personally appear at any in-person hearing (along with your counsel if you are represented). An arbitrator must follow and enforce these Terms as a court would. The arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Judgment on any arbitration award may be entered in any court of competent jurisdiction, except an award that has been satisfied may not be entered. An award shall have no preclusive effect in any other arbitration or proceeding in which you are not a named party.

(e) No Class Arbitrations, Class Actions, or Representative Actions. TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW, YOU AND 1-800 Contacts AGREE THAT EACH PARTY MAY BRING CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER SECTION AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. CLAIMS AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE BROUGHT AS A CLASS OR OTHER TYPE OF REPRESENTATIVE ACTION OR ON BEHALF OF ANY INDIVIDUAL OR OTHER GROUP.

UNLESS YOU AND 1-800 Contacts AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE, PROCEEDING. AN ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S) OR DISPUTE. ANY RELIEF AWARDED CANNOT AFFECT OTHER 1-800 Contacts' USERS. IF, AFTER EXHAUSTION OF ALL APPEALS, ANY OF THESE PROHIBITIONS ON NON-INDIVIDUALIZED RELIEF AND CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDINGS ARE FOUND TO BE UNENFORCEABLE WITH RESPECT TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF, THEN SUCH A CLAIM OR REQUEST FOR RELIEF WILL BE DECIDED BY A COURT OF COMPETENT JURISDICTION, AFTER ALL OTHER CLAIMS AND REQUESTS FOR RELIEF ARE ARBITRATED.

(f) Mass Case Filing Procedures. You and 1-800 Contacts agree that, in addition to other provisions of these Terms, these Mass Case Filing Procedures will apply to your claim or dispute subject to this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section if your claim or dispute is part of a Mass Case Filing. A claim or dispute that is subject to this Mass Case Filing Procedures provision is called a "Dispute" for purposes of this provision. If 25 or more similar Disputes (including yours) are asserted against 1-800 Contacts by the same attorney or law firm, or by attorneys or law firms acting in concert or cooperation with each other (a "Mass Case Filing"), the resolution of your Dispute might be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, and conserve the parties' and the AAA's resources. If your Dispute is part of a Mass Case Filing, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that your claim or Dispute is first submitted to 1-800 Contacts until your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section.

Stage One. If, within any 90-day period, at least 25 Disputes are submitted as part of a Mass Case Filing, counsel for the claimants and counsel for 1-800 Contacts will each select, in their sole discretion, 15 Disputes to be filed and to proceed as cases in individual arbitrations as part of the first stage of this process. The number of Disputes to be selected to proceed in Stage One can be increased or decreased by agreement of counsel for the parties (and if there are fewer than 25

Disputes, all shall proceed individually in Stage One). Each of the 25 cases shall proceed individually. No single arbitrator may be assigned to more than three cases in Stage One, and any arbitrator who hears more than one case must hear at least one case selected by each party. If a case is withdrawn from arbitration before an arbitration award is issued, another Dispute shall be selected by the party who selected the withdrawn case for inclusion and will proceed as a case as part of Stage One. The remaining Disputes, and any Disputes submitted thereafter, shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed or collected in connection with those Disputes, except as authorized in Stage Two, below. The parties shall use their best efforts to complete all Stage One arbitrations no later than 150 days after all of the initial 25 Disputes to be arbitrated in Stage One are assigned to arbitrators. After arbitrations of the first 25 Disputes are completed, the parties' counsel will participate in a global mediation session, with a mediator jointly selected by counsel, to try to resolve all the remaining Disputes (as informed by the adjudications of cases in Stage One). 1-800 Contacts will pay the mediator's fee for the global mediation.

Stage Two. If, following the completion of Stage One, any remaining Disputes (including any additional Disputes asserted at any time between the commencement of Stage One and the commencement of Stage Two) are unresolved, counsel for the claimants and counsel for 1-800 Contacts will each select, in their sole discretion, 15 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of a second staged process. The number of Disputes to be selected to proceed as part of this second staged process can be increased or decreased by agreement of counsel for the parties (and if there are fewer than 25 Disputes remaining, all remaining Disputes will proceed individually in Stage Two). No more than four cases may be assigned to a single arbitrator to proceed individually in Stage Two, and any arbitrator who hears more than one case must hear at least one case selected by each party. If a case is withdrawn from arbitration before an arbitration award is issued, another Dispute shall be selected by the party who selected the withdrawn case for inclusion and will proceed as a case as part of Stage Two. Any remaining Disputes (including any additional Disputes asserted after the Disputes in Stage Two have been selected) shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed or collected in connection with those Disputes, except as authorized in Further Stages, below. The parties shall use their best efforts to complete all Stage Two arbitrations no later than 150 days after all the Disputes to be arbitrated in Stage Two are assigned to arbitrators. After this second set of staged proceedings, the parties shall engage in a second global mediation session of all remaining Disputes with a mediator jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stage One and Stage Two), and 1-800 Contacts shall pay the mediator's fee for the global mediation. Upon the completion of the

mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

Further Stages. Notwithstanding the foregoing, counsel for the parties may, in their sole discretion, mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except mediation shall be elective by agreement of counsel) or through another process to which the parties mutually agree in writing. Nothing in this provision should be construed to create any obligation on any party to agree to any further adjudications in arbitration following the completion of Stage Two.

Time and Fee Limitations. Notwithstanding the foregoing, in the event that your Dispute has not been assigned to an arbitrator or released from arbitration within eighteen (18) months of the date your Dispute was first submitted to 1-800 Contacts, you may, upon written notice to 1-800 Contacts, elect to opt out of arbitration and proceed in a court of competent jurisdiction consistent with the remainder of the Terms. Notwithstanding any other provision or section of these Terms, with respect to a single Mass Case Filing, if at any time and for any reason the total arbitration fees the parties would otherwise be required to pay to file Disputes to proceed as cases in arbitration equal or exceed \$150,000.00, then 1-800 Contacts may, upon written notice to you, elect to opt out of arbitration, upon which this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section shall no longer apply to the Disputes of that Mass Case Filing, and the Disputes of that Mass Case Filing must instead be brought, if at all, in a court of competent jurisdiction consistent with the remainder of the Terms.

Enforcement. A court of competent jurisdiction shall have the authority to enforce this Mass Case Filing Procedures provision, including the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees for any filings that are not made in strict compliance with the Mass Case Filing Procedures.

Severability. This Mass Case Filing Procedures provision and each of its requirements are essential parts of this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Mass Case Filing Procedures provision applies to your Dispute and is unenforceable, unconscionable, invalid, void, or voidable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

(g) Arbitration and Other Fees and Costs. Payment of arbitration fees will be governed by the AAA Rules and fee schedule. However, you agree that 1-800 Contacts will have no obligation to pay any AAA fees in connection with any arbitration filed in violation of these Terms, and specifically the Mass Case Filing Procedures set forth herein. You and we agree that the parties have a common interest in reducing the costs and increasing the efficiencies associated with arbitration. Therefore, you or 1-800 Contacts may elect to engage with the AAA regarding arbitration fees, and you and 1-800 Contacts agree that the parties (and counsel, if applicable) will work together in good faith to ensure that arbitration remains cost-effective for all parties. The parties shall be responsible for their own attorney's fees and costs in arbitration, unless an award of attorney's fees or costs is authorized by law or the arbitrator determines that a claim or proceeding was frivolous or brought for an improper purpose or in bad faith. If the arbitrator determines that a claim or dispute was frivolous or brought for an improper purpose or in bad faith, the party that brought that claim or dispute will reimburse the other party for any amounts paid for the arbitration of that claim or dispute.

(h) Survival Severability of this Section. This Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section shall survive any termination or cancellation of your use of the Site, information collected or provided by you to 1-800 Contacts on or through the Site, any products or services you use or purchase, or are used or purchased, through the Site, and your relationship with 1-800 Contacts. Any amendments Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section shall not affect any then-active or pending arbitration proceeding.

Intellectual Property

Unless otherwise noted, all information, account information, articles, data, images, passwords, customer numbers, screens, text, usernames, web pages or other materials (collectively, the "Content") appearing on the Site, the Site itself, and all features and functionality of the Site, are the exclusive property of 1-800 Contacts or its licensors, as applicable:

- All information, products, services, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software and other Content contained on or used in the Site is protected by United States and international copyright laws. All rights reserved. Please assume that everything you see or read on the Site is copyrighted to, or used with permission from 1-800 Contacts unless otherwise noted
- The trademarks, logos, service marks and trade dress (collectively, the "Trademarks") displayed on the Site are registered and unregistered Trademarks of 1-800 Contacts or others. The Trademarks may not be used in connection with any product or service that is not ours or in any manner that is likely to cause confusion among customers. All other trademarks not owned by 1-800 Contacts or its subsidiaries that appear on the Site are the

property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by 1-800 Contacts or its subsidiaries.

- Images of people, objects or places displayed on the Site are either the property of, or used with permission by, 1-800 Contacts.
- We own or use by permission all software contained on the Site, including without limitation all HTML code. Copyright and other laws and international treaty provisions protect this software. The law expressly prohibits any modification, redistribution or reproduction of the software, and such actions could result in severe civil and criminal penalties. We will seek and support prosecuting violators to the maximum extent possible.
- You may not copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, use to create a derivative work or otherwise use the Content of the Site for public or commercial purposes without 1-800 Contacts' authorization, except that:
 - Your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials.
 - If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
 - If we provide social media features, you may take such actions as are enabled by such features
- Nothing on the Site shall be construed to confer any grant or license of any intellectual property rights, whether by estoppel, by implication or otherwise.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of these Terms, your right to use the Site will stop immediately and you must, at our option, return to us or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by 1-800 Contacts. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users involved in such violations.

We also reserve the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request.

Patents

One or more patents may apply to this Web site, including without limitation: U.S. Patent Nos. 5,528,490; 5,761,649; and 6,029,142.

Use Permission and Prohibited Uses

You are permitted to access and make personal use of the Site only for lawful purposes and in accordance with these Terms. You are prohibited from downloading (other than page caching) or modifying it, or any portion of it, except with our express written consent. Except as permitted above, you are prohibited from making any other use of the Site and materials made available through the Site, and you will not, without limitation:

- resell or commercially use the Site or its contents;
- download or copy any account information for the benefit of another merchant or other person or entity;
- use any false or inaccurate information for purposes of establishing an account with us;
- provide any information or take any other action with the purpose of establishing an account with us in order to place test orders;
- delete or revise any material or other information of ours or any other user;
- harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- collect or otherwise use any data located on the Site for litigation, arbitration, or legislative purposes;
- take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure;
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site;
- use any engine, software, tool, agent, or other mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Site other than (i) the search engine and search agents available from 1-800 Contacts and (ii) generally available third party web browsers;
- allow any other person or entity to use your identifying information (including, but not limited to, password, username, customer identification number, etc.);
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the service;
- use the Site in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);

- send, knowingly receive, upload, download, use, or re-use any material that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties or objectionable;
- impersonate or attempt to impersonate 1-800 Contacts, or a 1-800 Contacts' employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); or
- engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us in our sole discretion, may harm the Company or users of the Site or expose them to liability.

You further agree not to violate or attempt to violate the security of the Site, including, without limitation, actions such as:

- accessing data not intended for you or logging into a server or account that you are not authorized to access;
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to or overloading, using any type of spyware or redirecting software, "flooding," "spamming," "mailbombing" or "crashing" the Site;
- forcing the placement of cookies;
- sending unsolicited e-mail, including promotions and/or advertising of products or services;
or
- forging any TCP/IP packet header or any part of the header information in any e-mail or posting.

The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without our express written consent. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout or form) of 1-800 Contacts without express written consent. You may not use any meta tags or any other "hidden text" utilizing 1-800 Contacts' name or Trademarks without our express written consent. Any unauthorized use terminates the permission or license granted by us herein. You are granted a limited, revocable and nonexclusive right to create a hyperlink to the home page of 1-800 Contacts so long as the link does not portray 1-800 Contacts or our products or services in a false, misleading, derogatory, or otherwise offensive matter, or suggest any form of association, approval, or endorsement on our part. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw

linking permission, or disable all or any social media features and any links, at any time without notice in our sole discretion. You may not use any 1-800 Contacts logo or other proprietary graphic or trademark as part of the link without our express written permission.

Online Purchases and Other Terms and Conditions

All purchases through the Site or other transactions for the sale of goods or services resulting from visits made to the Site by you are governed by our Terms of Sale, which are hereby incorporated into these Terms. When you make a purchase on the Site using a payment card, you authorize us and our payment processors to charge your payment card the price for such purchases.

Reselling of Products Prohibited

You are absolutely prohibited from reselling in any manner any products you purchase from 1-800 Contacts, whether you purchased the products through the Site or by any other means.

Your Account

If you use the Site, you are solely responsible for maintaining the confidentiality and security of your account and other related login and account information and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. 1-800 Contacts is not responsible for any losses arising out of the unauthorized use of your account. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree that 1-800 Contacts does not have any responsibility if you lose or share access to your device. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Site or portions of it using your user name, password, or other security information. You agree to immediately notify us of any unauthorized use of your account or any other breach of security. In consideration of your use of the Site, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the forms for your account, prescription, and order information (the "Account Information") and (b) maintain and promptly update the Account Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current and future use of the Site to you. We reserve the right to refuse service, terminate accounts, remove, or edit content, or cancel orders in our sole discretion.

Reviews, Comments, Communications and Other Content

We welcome your comments regarding our products, services and the Site. You may post reviews, comments and other content and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a communication or other content. We reserve the right (but not the obligation) to remove or edit such content for any or no reason in our sole discretion, but we do not regularly review posted content. Any content you submit to 1-800 Contacts will NOT be considered confidential or proprietary. We reserve the right to disclose your identity or other information about you, subject to applicable privacy laws, to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

If you do post content or submit material, and unless we indicate otherwise, you grant 1-800 Contacts a nonexclusive, worldwide, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, perform, modify, adapt, publish, translate, create derivative works from, commercialize, distribute, and display such content in any media now known or later discovered. You grant 1-800 Contacts and any of our sublicensees the right to use the name that you submit in connection with such content if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and Conditions, applicable laws (including privacy), and will not cause injury or damage to any person or entity; and that the content you submit does and will comply with these Terms and Conditions. You will indemnify 1-800 Contacts for any and all claims, damages, suits, and losses resulting from content you supply. We have the right but not the obligation to monitor and edit or remove any activity or content. We take no responsibility and assume no liability for any content posted by you or any third party.

DMCA Notice and Copyright Complaints

We respect the intellectual property rights of others. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, please notify us and provide the following information:

- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Site where the material that you claim is infringing is located;
- your name, address, telephone number and email address;
- a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent or the law;
- a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is either the owner, or is authorized to act on behalf of the owner, of an exclusive copyright right that is allegedly infringed; and
- an electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest.

Our agent for notice claims of copyright infringement is as follows:

Legal department
1-800 CONTACTS, INC
261 Data Drive
Draper, Utah 84020
Telephone:(801)924-9800
email: legal@1800contacts.com

Legal Department

We attempt to be as accurate as possible in describing offered products. However, we do not warrant that product descriptions or other content of the Site are accurate, complete, reliable, current or error-free. If a product we offer is not as described, your sole remedy is to return it in unused condition.

Export

The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations, including but not limited to, the Export Administration Act and the Arms Export Control Act and not to transfer, by

electronic transmission or otherwise, any content derived from the Site to either a foreign national or a foreign destination in violation of such laws.

The owner of the Site is based in the state of Utah in the United States. We provide the Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Our Rights

We may elect to electronically monitor areas of the Site and may disclose any Content, records, or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate the Site; or (iii) to protect our rights or property or the rights of the users. We are not responsible for screening, policing, editing, or monitoring such Content. If notified of allegedly infringing, defamatory, damaging, illegal or offensive Content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such Content from the Site.

Without limitation to the foregoing, we further reserve the right to take appropriate legal action, including without limitation, referral to law-enforcement, for any illegal or unauthorized use of the Site. We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We may terminate your access, or suspend your access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or these Terms, our other policies, or is otherwise harmful to the interests of another user or us.

Because customer service is paramount to our business, we reserve the right to refuse to sell products to you if we reasonably determine that you intend to resell the products. In addition, we reserve the right to limit quantities of items purchased by each customer.

We reserve the right to withdraw or amend the Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

[Links to Third Party Websites](#)

Occasionally, we may make available a link to a third party's website. These links will let you leave the Site. The linked websites are not under our control, and we are not responsible for the contents of any linked website, or any link contained in a linked website, or any changes or updates to such websites. We are not responsible for webcasting or any other form of transmission received from any linked website. We provide the links to you only as a convenience. We do not endorse any third party linked website or its use or contents. We encourage you to review such third party's online terms and privacy policies.

[Disclaimer of Warranties and Limitation of Liability](#)

THE SITE IS PROVIDED BY 1-800 Contacts ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITH ALL FAULTS. TO THE FULLEST EXTENT PERMITTED BY LAW, 1-800 Contacts MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THE SITE, OR THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 1-800 Contacts DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 1-800 Contacts DOES NOT WARRANT THAT THE SITE, ITS SERVERS OR E-MAIL SENT FROM 1-800

Contacts ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. 1-800 Contacts WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

TO THE EXTENT NOT EXCLUDED BY THE PROVISIONS ABOVE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY AND ALL DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, OR LIABILITIES YOU SUFFER OR INCUR RELATED TO YOUR ACCESS AND USE OF THE SITE OR ANY SERVICES THAT RESULT FROM ANY ACT OR OMISSION OF 1-800 Contacts, ANY 1-800 Contacts' LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES OR PROVIDES A LINK TO THE SITE SHALL BE LIMITED TO THE AMOUNTS PAID BY YOU DURING THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR, IF NO AMOUNTS WERE PAID BY YOU FOR SUCH PERIOD, \$300.00. THE PARTIES AGREE THAT THE EXCLUSIONS OF REMEDIES AND LIMITATIONS OF LIABILITY SPECIFIED IN THIS SECTION ARE ESSENTIAL PROVISIONS OF THESE TERMS, WITHOUT WHICH 1-800 Contacts' SITE, SERVICES, AND PRODUCTS WOULD NOT BE OFFERED. THE PARTIES FURTHER AGREE THAT THESE ESSENTIAL PROVISIONS ARE A REASONABLE ALLOCATION OF RISK AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

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 LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. TO THE EXTENT THE ABOVE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY IS RESTRICTED UNDER LAW, THE ABOVE LIMITATION SHALL BE APPLIED TO THE MAXIMUM EXTENT PERMITTED UNDER SUCH LAW.

Governing Law

By visiting the Site, you agree that the laws of the state of Utah, without regard to principles of conflict of laws, will govern these Terms and any claim or dispute of any sort that might arise between us.

Severability and Survival

Except as otherwise provided herein, if any section or provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that section or provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining sections or provisions.

In addition to such other sections or provisions hereof which, by applicable law or by their terms, survive any termination or expiration of these Terms, the following sections or provisions shall survive termination of these Terms: (a) Dispute Resolution by Binding Individual Arbitration and Class Action Waiver; (b) Disclaimer of Warranties and Limitation of Liability; and (c) Governing Law.

Site Policies and Modification

Please review our other policies, such as our applicable privacy policies, posted on the Site. We reserve the right to make changes to our Site, policies, and these Terms at any time. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. Your continued use of the Site or purchase of products from 1-800 Contacts following the posting of revised Terms and Conditions or policies means that you accept and agree to the changes.

We may update the content on the Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

General Information

These Terms govern the use of the Site. You also may be subject to additional terms and conditions that may apply when you use third-party content or third-party software. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

Notice to California Residents

If you are a California resident, under California Civil Code § 1789.3, you are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site you may contact 1-800 Contacts at: 261 W Data Drive, Draper, UT 84020. Or by telephone at (801) 924-9800 or email at legal@1800contacts.com. You may also reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing

at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

The Framery Credit Offer Terms & Conditions

This offer is valid on qualifying purchases made at 1800contacts.com after December 3, 2025. Purchases must exceed \$25 before taxes, shipping, and discounts. Free orders and returning orders do not qualify.

A \$25 credit to The Framery will be issued upon completion of a qualifying purchase. Credit will be issued one time per customer and delivered after the qualifying purchase is confirmed.

Credit expires 30 days from the date of issuance. Expired credits will not be reinstated or refunded.

Credit has no cash value and cannot be redeemed for cash. It may not be combined with other offers unless expressly permitted. This offer is subject to modification or termination at any time without prior notice. Void where prohibited by law. Offer valid in the United States only.

Rebates

The following govern rebates offered through the Website or other transactions for the sale of goods or services resulting from visits made to the Website:

- Only valid for U.S. Residents only
- Not valid where prohibited by law
- Limit one rebate submission per offer, per order
- May be combined with other offers, except as described in our [Best Price Guarantee](#)
- Cannot be used when insurance benefits are applied/used directly for the purchase
- Only available for purchases made from 1-800 Contacts
- Must complete and submit the [Rebate Form](#) within the following time periods:
 - If your order is placed between January 1 and June 30, you have until July 28 to submit your rebate form. Forms must be postmarked by July 28 to be valid.
 - If your order is placed between July 1 and December 31, you have until January 28 to submit your rebate form. Forms must be postmarked by January 28 to be valid.
- Rebates must be mailed to Rebate Processing Center, P.O. Box 7777, Sandy, UT 84091
- Rebates shall be delivered via mail unless otherwise agreed upon with the pre-paid card company. Allow 6-8 weeks for delivery.

- The amount, including any additional eligibility and redemption requirements, will be specified in the rebate offer
- Rebate payments will be made by prepaid Visa® card

Fraudulent submissions could result in federal prosecution under the U.S. Mail Fraud Statutes (18 U.S. Code, Section 1341 and 1342). Not responsible for lost, late, or undeliverable responses.

NOTICE TO CUSTOMERS: If you are personally filing the claim for reimbursement from a third-party payer (e.g. insurance company, employer group, etc.) for the purchase of this product, your claim should be reduced by the value of the rebate(s).