

TERMS OF USE

1. Introduction

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Any unauthorized or prohibited use of any Contents may subject you to civil liability, criminal prosecution, or both, under applicable federal, provincial, state and local laws.

3. Permitted Uses

So long as you agree and comply with the terms of this Agreement, and unless this Agreement is otherwise terminated by Eyexpo, you may view and/or print a single copy of the Website and the Content for your own use and not for any commercial purposes. Special terms may apply to some services offered on the Website and may be posted in connection with the applicable service, feature or activity. Any such terms are in addition to this Agreement and, in the event of a conflict, any such terms shall prevail.

4. Additional Restrictions

You agree not to access the Website by any means other than through a standard web browser on a computer or mobile device. You further agree that you will not damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of it.

5. Links to Third Party Sites

The Website may contain links to websites operated by other parties. Such third party websites are not under our control, and we are not responsible for the contents of any such website or any link contained in such website. The third party links included on the Website are provided for your convenience, and the inclusion of such links does not imply a recommendation or endorsement by us of any such website or the products or services offered therein. If you decide to access any of the third party websites, you do so

entirely at your own risk. You 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 the use of or reliance on any such third party websites.

6. Links to Our Website

You may link a website to this Website, but if you do so, you must comply with the following: (i) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with Eyexpo's name and trademarks; (ii) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with Eyexpo. We reserve the right to revoke our consent to the link at any time and in its sole discretion

7. Copyright

The Website is protected by copyright laws. Except for your use as authorized above, you may not modify, reproduce or distribute the content, design or layout of the Website, or individual sections of the content, design or layout of the Website, without Eyexpo's express prior written permission.

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SOME PROVINCES, TERRITORIES AND COUNTRIES DO NOT ALLOW FOR THE EXCLUSION OF WARRANTIES. IN THESE PROVINCES, TERRITORIES AND COUNTRIES, YOU HAVE ONLY THE WARRANTIES THAT ARE EXPRESSLY REQUIRED TO BE PROVIDED IN ACCORDANCE WITH APPLICABLE LAW.

IN ALL OTHER PROVINCES, TERRITORIES AND COUNTRIES, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE WEBSITE AND ALL CONTENT ON THE WEBSITE ARE PROVIDED TO YOU ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EYEXPO MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE WEBSITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE WEBSITE AND THE CONTENT AVAILABLE ON THE WEBSITE IS AT YOUR SOLE RISK.

10. Limitation of Liability

SOME PROVINCES, TERRITORIES AND COUNTRIES DO NOT PROVIDE EXCLUSION OF LIMITATION OF LIABILITY FOR ALL TYPES OF DAMAGES. IN THOSE PROVINCES, TERRITORIES AND COUNTRIES, WE WILL ONLY BE LIABLE TO YOU FOR DAMAGES THAT WE ARE EXPRESSLY REQUIRED TO BE LIABLE TO YOU UNDER APPLICABLE LAW.

IN ANY OTHER CASE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EYEXPO DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND

FURTHER DISCLAIMS ALL LOSSES, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE, THE CONTENT, OR THE GOODS OFFERED OR SOLD THROUGH THE WEBSITE, EVEN IF EYEXPO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Connectivity

EYEXPO MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL CODE. WE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, TELECOMMUNICATIONS NETWORKS OR OTHER SYSTEMS OR NETWORKS OUTSIDE OUR REASONABLE CONTROL.

12. Indemnification

You agree to indemnify, defend and hold Eyexpo, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, due to or arising out of your use of the Website and/or breach of this Agreement.

13. Privacy Policy

You acknowledge that Eyexpo may collect, use and disclose your information as described in our Privacy Policy.

14. Choice of Law and Forum

This Agreement shall be governed by, and will be construed under the laws of the Province of British Columbia, Canada, and you irrevocably agree to the exclusive jurisdiction by the federal and provincial courts located in Vancouver, in the Province of British Columbia to settle any dispute which may arise out of, under, or in connection with this Agreement. YOU AGREE THAT NO CLAIM ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE WEBSITE MAY BE BROUGHT AS A CLASS ACTION.

15. General

These Terms of Use set forth the entire understanding and agreement between you and Eyexpo with respect to the subject matter hereof.

You agree that if we do not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which we have the benefit of under any applicable law), this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us.

If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, this will not affect any other provision of these Terms of Use and the agreement between you and us will be deemed amended to the extent necessary to make it legal, valid, and enforceable.

You agree that we may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail, or postings on our website.

The laws of the Province of British Columbia and the federal laws applicable therein shall govern these Terms of Use in all respects, without giving effect to conflicts of laws principles.

The parties confirm that it is their wish that these Terms of Use and any other documents delivered or given pursuant to these Terms of Use, including notices, have been and shall be in the English language only. Les parties aux présents confirment leur volonté que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient rédigés en anglais seulement. If this Agreement is translated into a language other than English, the English version will govern and prevail to the extent that there is any conflict or discrepancy.

16. Obtaining Consent

To request our consent for any of the actions for which such consent is required under these Terms of Use, please send an e-mail to info@eyexpo.ca. We reserve the right to refuse any such requests in our sole discretion.