

CLASSIC OPTICAL LABORATORIES, INC.  
WEBSITE TERMS OF USE

(EFFECTIVE AS OF April 30, 2024)

**IMPORTANT** - These TOU together with our [Privacy Policy](#), are a legal agreement (“Agreement”) between you ("You", or “you”) and Classic Optical Laboratories, Inc., its parents, subsidiaries, affiliates, representatives, officers, and directors (collectively, “Classic Optical”, “us”, “we”, or “our”), as owner of [www.classicoptical.com](http://www.classicoptical.com) (the “Website”), and govern your use of the Website.

**BY ACCEPTING THIS AGREEMENT, YOU CONSENT TO A CLASS ACTION**

**WAIVER.** Please read this TOU carefully before using the Website and any online services software or apps (collectively “Services”) provided by Classic Optical that post a link to this TOU. By using or continuing to use our Services, You agree to be bound by and accept the TOU in effect at the time of such use. Your use of our Services is expressly conditioned upon your agreement to these TOU.

1. **LICENSE GRANT.** The Service and all of its content (“Content”), including all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein (“Intellectual Property”), are owned or controlled by Classic Optical, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Service is the property of Classic Optical, our licensors or certain other third parties, and is protected by US and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. Classic Optical owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service. Classic Optical hereby grants to You a personal, revocable, limited, non-exclusive, and non-transferable license to use the Services solely for your personal use, which does not include activities related to any commercial, entrepreneurial or professional activity, provided that You comply with the terms and conditions of this TOU. Notwithstanding the foregoing, You may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use the Services in any manner not expressly permitted herein. In addition, this license does not include any use of data mining, robots, or similar data gathering and extraction tools nor any attempt to violate or any violation of the Website’s security or attempt to interfere or any interference with the Website’s ability to work properly.
2. **PROPRIETARY RIGHTS.** This TOU provides only a limited license to You to access and use the Services. Accordingly, You expressly acknowledge and agree that Classic Optical transfers no ownership or Intellectual Property interest or title in and

to the Services to You or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Services, unless otherwise indicated, are owned, controlled, and licensed by Classic Optical. Classic Optical, the Classic Optical logo(s), and all other names, logos, and icons identifying Classic Optical and its products and services are proprietary trademarks of Classic Optical and any use of such marks, including, without limitation, as domain names, account identifiers, or as search terms, without express written permission is strictly prohibited. Other product and company names or logos mentioned or displayed on or through the Services may be the trademarks and/or service marks of their respective owners.

### **3. INFORMATION ABOUT THE WEBSITE AND THE GOODS**

a. We try to make sure that all information on the Services, including descriptions of our goods and potentially listed prices, is accurate and correct at all times. However, mistakes do happen. We will try to resolve all errors in information on the Services as soon as reasonably possible.

b. Checking goods over the internet provides a different experience from buying in-store. In particular, please be aware that: (i) the colors of goods as shown on the Services will depend on many factors – including your display settings; (ii) the actual sizes and shapes of the goods may differ from how they appear on your screen; (iii) pictures and images on the Services are for illustration purposes only – for an accurate description of any item and details of what is included with the item, please refer to the corresponding written description.

c. If at any time you have any questions or concerns, please contact us at the information found at [www.classicoptical.com/contact](http://www.classicoptical.com/contact).

4. **RESTRICTIONS.** You agree not to modify, distribute, disclose or create works wholly or partially based on the Services. You cannot (nor allow third parties to) sub-license, rent, sell, distribute, circulate, provide, transform, de-codify, break down, disassemble, reverse engineer, create derivative works of, modify or translate the Services, or in any case reproduce, copy, use or provide the Services, or parts of it, in any other manner except for that expressly permitted herein or permitted by mandatory law. You acknowledge and accept that the acquisition of any content or data through use of the Services is solely your responsibility and that You are solely responsible for any damage to the system or loss of data caused by using the service, even indirectly.

5. **PRIVACY POLICY.** Please review Classic Optical's [Privacy Policy](http://www.classicoptical.com/doc/Notice_of_Privacy_Practices-Classical_Optical.pdf) for this Website found at [www.classicoptical.com/doc/Notice\\_of\\_Privacy\\_Practices-Classical\\_Optical.pdf](http://www.classicoptical.com/doc/Notice_of_Privacy_Practices-Classical_Optical.pdf) for a description of Classic Optical's personally identifiable

information (“PII”) collection and use practices. By using the Service and visiting the Website, you also acknowledge, agree and consent to our PI collection and use practices as described in our Privacy Policy.

6. **LINKS TO OTHER SITES.** Our Services may facilitate access to other sites. However we are not responsible for third parties or their content, advertisement(s), apps or sites (“Third-Party Services”).
7. **LIMITATION OF LIABILITY. AS PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLASSIC OPTICAL BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE, SERVICES, OR USER-GENERATED-CONTENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF CLASSIC OPTICAL FOR ANY REASON WHATSOEVER RELATED TO USE OF THE WEBSITE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO CLASSIC OPTICAL IN CONNECTION WITH THE SUBJECT MATTER OF THE PARTICULAR DISPUTE.**
8. **INDEMNITY** As permitted by applicable law, by using this Website, You agree to defend, indemnify and hold harmless Classic Optical and its parent and affiliates, and their directors, employees and agents, against any loss, damage, liability, cost, expense (including legal fees) asserted by any third party and arising from: (i) your use of and access to the Services; (ii) your breach of any of these TOU; and (iii) your infringement of any third party rights, including without limitation any property, privacy or intellectual property rights. This indemnity shall survive the duration of your use of the Services.
9. **WAIVER & SEVERABILITY** Failure to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver of any subsequent or other default or failure of performance. If any part of this TOU is determined to be invalid or unenforceable pursuant to applicable law or court order including, but not limited to, the warranty disclaimers and the liability limitations set forth above, 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 TOU shall continue in effect.
10. **DISPUTE RESOLUTION: PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF**

THIS SECTION LIMITS THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS ACTION.

You and Classic Optical agree that, except where prohibited by applicable law, each of us may bring claims that relate to or arise from your use of or access to our website, any products or services sold, offered, or purchased through our Services, or

communications (including calls, texts, or emails) that relate to or arise from your use of or access to our website only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding, including but not limited to actions under the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.*, the California Invasion of Privacy Act, Cal. Penal Code § 630 *et seq.*, the Illinois Biometric Privacy Act, 740 ILCS § 14/1 *et seq.*, the Texas Capture or Use of Biometric Identifier Act, Bus. & Com. § 503.001 *et seq.*, and other federal and state telemarketing and privacy laws. If a court decides that this prohibition of class and representative actions and non-individualized relief is invalid or unenforceable, then the remainder of the Agreement will continue to apply.

**11. APPLICABLE LAW & VENUE**

- a. The law applicable to the interpretation and construction of this Agreement and any transaction using or related to the website shall be applicable federal laws and the laws of the State of Ohio, USA, without regard to principles of conflict of laws. You agree that all matters relating your access to or use of the website, including all disputes will be governed by the laws of the United States and by the laws of the State of Ohio.
- b. Any action relating to use of this website or any transaction must be brought in the state or federal courts serving Warren County, Ohio, for any lawsuit or court proceedings permitted under this Agreement. You consent and submit to the personal jurisdiction of such courts for the purposes of any such actions. 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.

**12. INDEPENDENT PARTY** You are an independent party. No joint venture, partnership, employment, or agency relationship exists between You and Classic Optical as a result of this TOU or your utilization of the Services.

**13. ENTIRE AGREEMENT.** This TOU, the Additional Policies and any other agreement or terms or conditions for services, information, or licenses available through the Services represent the entire agreement between You and Classic Optical with respect to use of the Services, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and Classic Optical with respect to the Services.

**14. NO ASSIGNMENTS.** You may not assign or transfer any rights under this Agreement without the prior written consent of Classic Optical

**15. UPDATES TO TERMS.** Classic Optical may make changes to these TOU, from time to time, in its sole discretion, by updating this posting on the Website without notice to you. Your continued use of the Website following the posting of a new version of the

TOU constitutes your acceptance of any such changes. Accordingly, whenever you visit the Website, check to see if a new version has been posted.

16. **HEADINGS** Headings are for convenience only.