



General Terms and Conditions Terms of Service Notice

Eye Consultants of Pennsylvania, PC (Eye Consultants of Pennsylvania) operates the web sites located at www.eyeconsultantsofpa.com and www.LASIKdoneRight.com (the “Sites”), an on-line commerce and information service in which registered and unregistered users (“Users”) may learn about Eye Consultants of Pennsylvania and its products and services and receive information and news services.

This Notice also applies to Eye Consultants of Pennsylvania’s affiliates’ websites that link to this Notice. For simplicity, both Eye Consultants of Pennsylvania and any affiliate websites are simply referred to as “the website” in this Notice

Please read these General Terms and Conditions and the Eye Consultants of Pennsylvania Notice of Privacy Practices carefully. In order to become a User and utilize the Site, you must agree to comply with these General Terms and Conditions.

Eligibility

In general use, registration is not required to access and view the Site. Eye Consultants of Pennsylvania may, at its sole discretion, choose to require registration to access and view certain portions of the Site. In that case, unregistered users may access and view certain areas of the Site, but only registered Users may access and use the full services of the Site. Eye Consultants of Pennsylvania reserves the right, at its sole discretion, to refuse or revoke use privileges on the Site, or to limit a User's ability to access information on the Site. Eye Consultants of Pennsylvania may terminate without prior notice the access of a User who breaches any of these General Terms and Conditions. To become a Registered User, a person must register by completing the appropriate form.

Changes

From time to time, Eye Consultants of Pennsylvania may amend the General Terms and Conditions, and may add, delete, change or otherwise modify the services provided on the Site. Eye Consultants of Pennsylvania will post the amendments to the General Terms and Conditions on the Site, along with the effective date of any such amendment. All use of the Site after the effective date will be subject to the amended General Terms and Conditions.

General Rules of Site Use

1. If user registration is required to access or view certain portions of the Site, each Registered User will select a User ID and a Password and agrees to keep its User ID and Password confidential at all times. No User may permit its User ID or Password to be used by a third party to access information through the Site.
2. No User may attempt, through the use of straw parties, aliases or other means to conceal such User's identity, to manipulate the data or transactions to which it has access or to otherwise take any actions Eye Consultants of Pennsylvania determines to be inconsistent with the intended use of the Site.
3. No User may attempt, through the use or introduction of any device, software or executable routine (including but not limited to any viruses, Trojan horses, worms, or other executable programs), to damage or interfere with the proper working of the Site.
4. Any and all information made available to the users (registered and/or unregistered) on the Site (including, without limitation, technical information, opinion, examples, PDFs, audio or video content or other creative or informational content) is solely for each User's internal use. None of such information may be printed, copied, forwarded, downloaded or otherwise duplicated for the purpose of distribution to any third party or for any use that is not consistent with Eye Consultants of Pennsylvania's intended purpose for the Site. Eye Consultants of Pennsylvania acknowledges that individual Users may have a need to print out, copy or download selected portions of such information for appropriate use. Under no circumstances should complete or significant parts of any content, compendia, compilations or similar works be duplicated. Eye Consultants of Pennsylvania may, at its sole discretion, monitor the information being duplicated from the Site and may, at its sole discretion, take immediate action to terminate such activities and to suspend the rights of the User involved. Eye Consultants of Pennsylvania reserves the right to take any and all other legal action or to seek any other remedies that may be appropriate in response to the improper use or misappropriation of its information.
5. Each User agrees that it is solely responsible for (i) evaluating and selecting any Eye Consultants of Pennsylvania product or service for the User's use; (ii) establishing and maintaining the accuracy of the User's profile; and (iii) complying with these General Terms and Conditions.

DISCLAIMER

The specific terms and conditions of use of the Site shall be solely governed by these General Terms and Conditions. Eye Consultants of Pennsylvania provides the site "as is" and "as available", without any further warranty, express or implied. Notwithstanding

any other provision to the contrary, Eye Consultants of Pennsylvania neither makes, nor assumes any liability under, any warranty, express or implied, whether of merchantability, fitness for a particular purpose, non-infringement or otherwise, and no representation or warranty, express or implied, made by any sales representative or other agent or representative of Eye Consultants of Pennsylvania or otherwise contained on the site shall be binding upon Eye Consultants of Pennsylvania. All use of the site is at the user's sole risk. Eye Consultants of Pennsylvania does not warrant that the service will be continuous, uninterrupted and/or error-free, or that information on the site will be accurate or up-to-date. The user agrees that it is using the site for its own convenience and that information provided on the site will not be deemed to alter any of Eye Consultants of Pennsylvania's obligations under any separate agreement. The user's sole remedies against Eye Consultants of Pennsylvania with respect to any goods sold or services provided by Eye Consultants of Pennsylvania will be those set forth in the applicable terms and conditions of sale. In no event shall Eye Consultants of Pennsylvania be liable for any consequential or indirect damages or claims of any nature nor for any claims for labor costs or failure or delay in delivery.

Equipment and Connections

Each User is responsible for providing all equipment necessary to access the Internet and interact with the Site.

Compliance with Applicable Law

Each User agrees to comply with all applicable local, state, federal, and international laws, statutes, rules and regulations relating to User's use of the Site, including without limitation all applicable tariffs and trade laws.

Information Posted to Site

Each User is and agrees to be solely responsible for information that it submits through the Site. Each User agrees that the information it may submit through the Site shall not (i) infringe any third party's rights, including but not limited to patent, copyright, trademark, trade secret, or other proprietary rights; (ii) be obscene, indecent, defamatory, or violate any person's rights of publicity or privacy; or (iii) violate any applicable law, statute, rule or regulation, or constitute fraud. Each User agrees that Eye Consultants of Pennsylvania shall have no obligation to monitor the content on any links to other web sites from the Site.

Intellectual Property Rights

Each User acknowledges and agrees that all right, title and interest in the Site and any data developed and/or collected by Eye Consultants of Pennsylvania in connection with the operation of the Site shall be and remain solely the property of Eye Consultants of Pennsylvania. Eye Consultants of Pennsylvania shall use any such data only in accordance with the Notice of Privacy Practices. Any third-party content published on the Site is the property of the respective copyright owners and may not be copied or distributed in any way by Users for commercial purposes.

Term and Termination

A User registration is unlimited in term. Notwithstanding the foregoing, Eye Consultants of Pennsylvania may at any time immediately terminate a User's registration, and all rights to access and use the Site, with or without prior notice to such User. Such notice, if made, shall be deemed effective if made via e-mail, facsimile, mail, overnight carrier, or courier. A User may at any time immediately terminate its registration, and all rights to access and use the Site, upon notice to Eye Consultants of Pennsylvania. Such notice may be made, and shall be deemed effective if made, via e-mail, facsimile, mail, overnight carrier, or courier.

Governing Law; Jurisdiction

Each User registration, and the General Terms and Conditions set forth herein, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. Each User and Eye Consultants of Pennsylvania agree that any controversy or claim arising out of or relating to these General Terms and Conditions, whether with respect to use of the Site or sale of any products or services through the Site, or the relationship between each User and Eye Consultants of Pennsylvania shall be submitted and will be subject to the personal and exclusive jurisdiction of the courts located within Berks County, Pennsylvania.

Miscellaneous

This Agreement and the Notice of Privacy Practices which are incorporated by reference herein constitute the entire agreement and understanding between the parties with respect to the subject matter covered hereby and supersedes and replaces any and all prior written or verbal agreements. This Agreement may not be assigned or transferred to third parties by User without prior written permission from Eye Consultants of Pennsylvania. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect such provision in any other respect or any other provision of the General Terms and Conditions which shall remain in full force and effect.

User Agreement

The User hereby represents that it has read and understands the General Terms and Conditions, and that by using the Site, the User hereby agrees to the General Terms and Conditions set forth herein and as they may be amended and revised from time to time. If you wish, you may print a copy of these General Terms and Conditions and the Notice of Privacy Practices for your records.

Revised: January 1, 2019

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