

Aveo Vision Terms of Use

Welcome to Aveo Vision! We're a contact lens company that wants to change not just how you order contacts, but how they fit into your life.

These Terms of Use govern your use of Aveo Vision UK, a website owned by Supermax Healthcare Limited ("the Company," "we," "our," or "us"), which includes our website, mobile application, and all related widgets, tools, data, software, and other services provided by us (the "Services").

This document, together with our Privacy Policy and any other terms specifically referred to therein, constitute a legally binding agreement (the "Agreement") between you and the Company in relation to your use of our Services.

Acceptance of Terms of Use

Please read these Terms of Use, and our Privacy Policy, very carefully. When prompted, please click or press "Accept" if you agree to be legally bound by all terms and conditions herein. Your acceptance of these Terms of Use creates a legally binding contract between you and the Company. If you do not agree with any aspect of these Terms of Use, then do not click or press "Accept," in which case you may not use the Services. By accepting to the Terms of Use and creating an account, you represent and warrant that the information you include on the Website is accurate and that you have the capacity to enter into and abide by these terms and conditions.

Changes to Terms of Use

We reserve the right to change, alter, replace, or otherwise modify (collectively "Changes") these Terms of Use at any time. The date of last modification is stated in these Terms of Use.

When we make any updates to these Terms of Use, we will highlight this fact on the website or mobile application. In addition, if you register an account and these Terms of Use are subsequently changed in any material respect (for example, for security, legal, or regulatory reasons), we will notify you in advance by sending an email to the email address that you have provided to us, and the revised Terms of Use will become effective: (i) six (6) weeks after such notification, or (ii) when you opt-in or expressly agree to the Changes, whichever comes first. You will have no obligation to continue using the Services following any such notification, but if you do not terminate your account as described in the Termination section below during such six (6) week period, your continued use of the Services after the end of that six (6) week period will constitute your acceptance of the revised Terms of Use.

Description of the Services

Aveo Vision UK provides subscriptions for daily use contact lenses that are designed with our proprietary technology. We provide a website and mobile application that allows you to register with your contact lens prescription and order daily use contact lenses that are shipped to your doorstep.

We may, from time to time, release new tools and resources through the Website, release new versions of our Website, or introduce other services and/or features for the Services. Any new services and features will be subject to these Terms of Use, as well as any additional terms of use that we may release for those specific services or features.

Your Aveo Vision Account

Access to the Services are only available to registered users who have expressly agreed to these Terms of Use and our Privacy Policy.

When you first create an Aveo Vision UK account, we ask for your name, address, email address, date of birth and contact lens prescription. It is your responsibility to ensure that you enter requested information for use of the Service in full conformity with what your eye care professional has prescribed.

All account information will be treated in accordance with our Privacy Policy. You are solely responsible for maintaining the confidentiality and security of your login and account information, and you will remain responsible for all activity emanating from your account, whether or not such activity was authorized by you.

If your account login information is lost or stolen, or if you believe that your account has been accessed by unauthorized third parties, you are advised to notify the Company in writing, and you should change your password at the earliest possible opportunity.

We reserve the right to disallow, cancel, remove, or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend, terminate, and delete your account if activities occur on that account which, in our sole discretion, would or might constitute a violation of these Terms of Use or an infringement or violation of the rights of any third party, or of any applicable laws or regulations.

You may terminate your account at any time through our Services, or you can contact us at hello@aveovision.co.uk

No Medical Advice

As a condition of your use of the Services, you acknowledge that any information offered on the Services or otherwise to you by the Company is intended for informational purposes only and not as a substitute for the advice of your medical professional. Do not make any medical decisions without first consulting with a medical professional. Your relationship with

Aveo Vision UK is not one of a medical professional and patient. You agree to bear all risks associated. It is essential that you do not make any medical decisions without first consulting with your medical professional. The Company's communications with you, whether on the Service or through emails or other direct forms of communication, do not create a medical professional-patient relationship in any respect nor do they represent an expansion of Company's Privacy Policy. You agree that you must evaluate, and bear, all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Subscription Programs

Aveo Vision UK offers a monthly subscription program that is flexible. You can customise the frequency of your contact lens shipments and change your next shipment date at any time through our Services. We also offer the option to upgrade your subscription to an annual plan for additional savings.

If you are a new Aveo Vision UK customer, your contact lens subscription starts with a free trial.

Other important details about your subscription:

- There is a non-refundable shipping and handling fee for your free trial.
- Your monthly subscription or annual plan includes free shipping.
- Your chosen payment method will be charged each time lenses are shipped.
- Monthly subscribers can cancel at any time. Annual plan purchases cannot be canceled or refunded; your year's supply of contacts will all be shipped at once, upon payment.
- We accept all major credit cards.
- Like other online contact lens providers, we do not deal directly with insurance companies. You can submit your receipt from Aveo Vision UK for reimbursement if you have vision care coverage.

Subscription Renewals

Monthly contact lens subscriptions will automatically renew at our then-current price for such subscription, and products will continue to be shipped as long as your prescription is valid. Your account will be subject to this automatic renewal feature unless you cancel your subscription 7 days prior to the renewal date. Annual plans cannot be canceled or refunded; your year's supply of contacts will all be shipped at once, upon payment.

Before your subscription expiry date, you'll receive an email alert.

Subscription Changes

You can upgrade from a monthly subscription to an annual plan at any time. Simply log into your account and change your plan. You will not need to share a new prescription or go through the verification process, as long as the prescription we have on record is still valid. We will process your payment and ship your full year's supply of contacts to you in one delivery.

Return Policy

If you should need to return your contacts, we accept boxes returned in the original packaging within 30 days of purchase on a monthly subscription. For the safety of our customers, we only accept returned boxes that are unopened as contact lenses are medical devices. Once a returned box is examined and accepted, we will provide a refund minus a £5.00 restocking fee. We do not currently accept returns of annual plan boxes.

Referral Program

We appreciate your loyalty to our Services, and we want to encourage you to share your experience with your friends and family. For every qualifying referral (up to 15 referrals), you will receive £5.00 in credit to your Aveo Vision account. The referred person who signs up using your referral link will also receive £5.00 in credit to their new Aveo Vision account. To qualify for the program, the referred person must be a new customer and sign up for a subscription at aveovision.co.uk using your referral link. You may not refer anyone who has an existing Aveo Vision UK account under an alternate email address.

Aveo Vision UK credits are coupons issued for promotional purposes; they have no cash value and may not be transferred or exchanged for cash. Referrals should only be used for personal and non-commercial purposes. Referral credits cannot be applied to previous purchases. Aveo Vision UK may suspend or terminate the referral program or a user's ability to participate in it at any time for any reason, including if we notice any activity that we believe is abusive, fraudulent, or in violation of our Terms of Use or Privacy Policy.

Social Media Promotions

From time to time, we may at our own discretion provide contests or sweepstakes ("Campaigns") for specified Aveo Vision UK products or accessories.

The Campaigns are only open to legal residents of the United Kingdom and Ireland. The Campaign is subject to all applicable country and local laws and regulations. Void where prohibited. By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules. The period of the Campaign will be stated on the applicable social media

post. You must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Aveo Vision UK. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Aveo Vision UK. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Aveo Vision UK to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

By entering this content (e.g., photo, video, text, etc.), You understand and agree that Aveo Vision UK, anyone acting on behalf of Aveo Vision UK, and Aveo Vision UK's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. Information submitted with an entry is subject to the Privacy Policy stated on the Aveo Vision UK website.

Aveo Vision UK reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Aveo Vision UK's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Aveo Vision UK may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Aveo Vision UK. Aveo Vision UK reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms and Conditions.

No purchase is necessary to enter or win. A purchase does not increase the chances of winning. Any violation of these official rules by Winner will result in Winner's disqualification as winner of the Campaign, and all privileges as winner will be immediately terminated.

Your Use of the Services

Subject to your strict compliance with these Terms of Use, the Company grants you a limited, personal, non-exclusive, revocable, non-assignable, and non-transferable right and license to use the Services in order to generate Content, view Content, share and download Content using the

features of the Services where the appropriate functionality has been enabled.

The above licenses are conditional upon your strict compliance with these Terms of Use including, without limitation, the following:

- i. You must not copy, rip or capture, or attempt to copy, rip or capture, any Content from the Services or any part of the Services, other than by means of download or sharing in circumstances where we have elected to permit downloads and sharing of the relevant Content.
 - ii. You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any Content.
 - iii. You must not alter or remove, attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Services or any Content appearing on the Services (other than your Content).
 - iv. You must not, and must not permit any third party to, copy or adapt the object code of the Website or any of the Services, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Services, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to Content other than your Content.
 - v. You must respect the wishes of other users. If you are blocked by another user, you agree to not attempt to contact them on Aveo Vision UK either from the account you were blocked from or any other account.
 - vi. You must not use the Services to upload, post, store, transmit, display, copy, distribute, promote, make available, or otherwise communicate to the public:
- any Content that is offensive, abusive, libelous, defamatory, obscene, racist, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in the Company's reasonable discretion;
 - any information, Content, or other material that violates, plagiarizes, misappropriates, or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right;
 - any Content that violates, breaches, or is contrary to any law, rule, regulation, court order, or is otherwise is illegal or unlawful in the Company's reasonable opinion;

- any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which actually or potentially could overburden, impair or disrupt the Services or servers or networks forming part of, or connected to, the Services, or which actually or potentially could restrict or inhibit any other user's use and enjoyment of the Services; or
 - any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.
- vii. You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law or regulation.
 - viii. You must not deliberately impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another person or company or sending messages or making comments using the name of another person.
 - ix. The reselling of lenses you purchase on the Service is strictly prohibited unless you are a medical professional licensed to do so.

You agree to comply with the above conditions and acknowledge and agree that Aveo Vision has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Use. This may include taking court action and/or reporting offending users to the relevant authorities.

Intellectual Property Rights

The Services and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United Kingdom and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

All related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print (or download) one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- 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.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to hello@aveovision.co.uk

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

Third Party Websites and Services

The Services may provide you with access to and/or integration with third party websites, databases, networks, servers, information, software, programs, systems, directories, applications, products, or services (hereinafter “External Services”).

The Company does not have or maintain any control over External Services and is not and cannot be responsible for their content, operation, or use. By linking or otherwise providing access to any External Services, the Company does not give any representation, warranty, or endorsement, express or implied, with respect to the legality, accuracy, quality or authenticity of content, information or services provided by such External Services.

External Services may have their own terms of use and/or privacy policy, and may have different practices and requirements to those operated by the Company with respect to the Services. You are solely responsible for reviewing any terms of use, privacy policy, or other terms governing your use of these External Services, which you use at your own risk. You are advised to make reasonable inquiries and investigations before entering into any transaction, financial or otherwise, and whether online or offline, with any third party related to any External Services.

You are solely responsible for taking the precautions necessary to protect yourself from fraud when using External Services, and to protect your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content and material that may be included on or may emanate from any External Services.

The Company disclaims any and all responsibility or liability for any harm resulting from your use of External Services, and you hereby irrevocably waive any claim against the Company with respect to the content or operation of any External Services.

Disclaimer

WARNING: IF YOU ARE HAVING ANY UNEXPLAINED EYE DISCOMFORT, WATERING, VISION CHANGE, OR REDNESS, REMOVE YOUR LENSES IMMEDIATELY AND CONSULT YOUR EYE CARE PRACTITIONER BEFORE WEARING YOUR LENSES AGAIN.

THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE WEBSITE, MOBILE APPLICATION, AND ALL CONTENT AND SERVICES ACCESSED THROUGH OR VIA THE WEBSITE, MOBILE APPLICATION, OR OTHERWISE, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

YOU AGREE AND ACKNOWLEDGE THAT YOU ASSUME FULL, EXCLUSIVE, AND SOLE RESPONSIBILITY FOR THE USE OF AND RELIANCE ON THE SERVICES, AND YOU FURTHER AGREE AND ACKNOWLEDGE THAT YOUR USE OF OR RELIANCE ON THE SERVICES IS MADE ENTIRELY AT YOUR OWN RISK. YOU FURTHER ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE LAWS WHILE USING THE SERVICES.

WHILE THE COMPANY USES REASONABLE ENDEAVORS TO CORRECT ANY ERRORS OR OMISSIONS IN THE SERVICES AS SOON AS PRACTICABLE ONCE THEY HAVE BEEN BROUGHT TO THE COMPANY'S ATTENTION, THE COMPANY MAKES NO PROMISES, GUARANTEES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) REGARDING THE SERVICES, OR ANY PART OR PARTS THEREOF, ANY CONTENT, OR ANY LINKED SERVICES OR OTHER EXTERNAL SERVICES. THE COMPANY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT DEFECTS

WILL BE CORRECTED, OR THAT THE SERVICES OR ANY PART OR PARTS THEREOF, THE CONTENT, OR THE SERVERS ON WHICH THE SERVICES OPERATES ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT WARRANT THAT ANY TRANSMISSION OF CONTENT UPLOADED TO THE SERVICES WILL BE SECURE OR THAT ANY ELEMENTS OF THE SERVICES DESIGNED TO PREVENT UNAUTHORIZED ACCESS, SHARING, OR DOWNLOAD OF CONTENT WILL BE EFFECTIVE IN ANY AND ALL CASES, AND DOES NOT WARRANT THAT YOUR USE OF THE SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION.

THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS AND SHAREHOLDERS, SPECIFICALLY DISCLAIM ALL OF THE FOREGOING WARRANTIES AND ANY OTHER WARRANTIES NOT EXPRESSLY SET OUT HEREIN TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES REGARDING NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

WHERE THE LAW OF ANY JURISDICTION LIMITS OR PROHIBITS THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES AS SET OUT ABOVE, THE ABOVE DISCLAIMERS SHALL NOT APPLY TO THE EXTENT THAT THE LAW OF SUCH JURISDICTION APPLIES TO THIS AGREEMENT.

Limitation of Liability

THE COMPANY'S, AND ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND SHAREHOLDERS, LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS, LOST DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY COST TO PROCURE SUBSTITUTE GOODS OR SERVICES, OR ANY INTANGIBLE LOSS, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, OR ANY OTHER SERVICES PROVIDED TO YOU BY THE COMPANY.

This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, any form of error, or breakdown in the function of the service, or any other legal theory or form of action.

ALTHOUGH NOT AN EXHAUSTIVE LIST AND WITHOUT LIMITING THE FOREGOING, THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND SHAREHOLDERS SHALL HAVE NO LIABILITY FOR:

1. ANY LOSS OR DAMAGE ARISING FROM:
 - A. YOUR RELIANCE ON THE CONTENT OF THE SERVICES, INCLUDING WITHOUT LIMITATION, CONTENT ORIGINATING FROM THIRD PARTIES OR FROM ANY COMMUNICATION WITH THE SERVICES;
 - B. YOUR INABILITY TO ACCESS OR USE THE SERVICES OR ANY PART OR PARTS THEREOF, INCLUDING DELETION OR CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICE, OR YOUR ABILITY TO ACCESS ANY CONTENT OR ANY EXTERNAL SERVICES VIA THE SERVICES;
 - C. ANY CHANGES THAT THE COMPANY MAY MAKE TO THE SERVICES OR ANY PART THEREOF, OR ANY TEMPORARY OR PERMANENT SUSPENSION OR CESSATION OF ACCESS TO THE SERVICES OR ANY CONTENT IN OR FROM ANY OR ALL TERRITORIES;
 - D. ANY ACTION TAKEN AGAINST YOU BY THIRD PARTY RIGHTSHOLDERS WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF SUCH THIRD PARTY'S RIGHTS RELATING TO YOUR CONTENT OR YOUR USE OF THE SERVICES, OR ANY ACTION TAKEN AS PART OF AN INVESTIGATION BY THE COMPANY OR ANY RELEVANT LAW ENFORCEMENT AUTHORITY REGARDING YOUR USE OF THE SERVICES;
 - E. ANY ERRORS OR OMISSIONS IN THE SERVICES' TECHNICAL OPERATION, OR FROM ANY INACCURACY OR DEFECT IN ANY CONTENT OR ANY INFORMATION RELATING TO CONTENT;
 - F. YOUR FAILURE TO PROVIDE THE COMPANY WITH ACCURATE OR COMPLETE INFORMATION, OR YOUR FAILURE TO KEEP YOUR ACCOUNT LOGIN INFORMATION SUITABLY CONFIDENTIAL;
2. ANY LOSS OR DAMAGE TO ANY COMPUTER HARDWARE OR SOFTWARE, ANY LOSS OF DATA, OR ANY LOSS OR DAMAGE FROM ANY SECURITY BREACH;
3. ANY LOSS OF PROFITS, INCLUDING THOSE CAUSED BY YOUR RELIANCE ON THE SERVICES, OR ANY LOSS YOU SUFFER WHETHER OR NOT IT IS FORESEEABLE;
4. ANY PRODUCTS THAT ARE DAMAGED OR LOST IN TRANSIT. REPLACEMENT PRODUCTS WILL NOT BE PROVIDED IF DELIVERY TRACKING SERVICES INDICATE THAT THE PACKAGE WAS DELIVERED.
5. ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES MUST BE NOTIFIED TO THE COMPANY AS SOON AS POSSIBLE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASES, YOU ACKNOWLEDGE AND AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE COMPANY AND ARE FUNDAMENTAL ELEMENTS OF THE BARGAIN BETWEEN YOU AND THE COMPANY, AND THAT THE COMPANY'S LIABILITY WILL BE LIMITED ENTIRELY, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Indemnification

You hereby agree to indemnify, defend, and hold harmless the Company, its successors, assigns, affiliates, agents, directors, officers, employees, and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

- i. Any violation by you of these Terms of Use; or
- ii. Any activity related to your account, be it by you or by any other person accessing your account with or without your consent.

Data Protection, Privacy, and Cookies

All personal data that you provide to us in connection with your use of the Services is collected, stored, used, and disclosed by the Company in accordance with our Privacy Policy, which is in compliance with California privacy law. Users accessing the Website from outside the United States do so at their own risk. In addition, in common with most websites, we use cookies, location data, and other user information to help us understand how people are using the Services, so that we can continue to improve the service we offer. The Privacy Policy, as may be updated by the Company from time to time in accordance with its terms, is hereby incorporated into these Terms of Use, and you hereby agree to the collection, use and disclose practices set forth therein.

Changes to the Services, Accounts, and Pricing

The Company reserves the right at any time and for any reason to suspend, discontinue, terminate, or cease providing access to the Services or any part thereof, temporarily or permanently, and whether in its entirety or with respect to individual territories only. In the case of any temporary or permanent suspension, discontinuation, termination or cessation of access, we shall use its reasonable endeavors to notify registered users of such decision in advance.

You hereby agree that the Company and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers, and shareholders shall not be liable to you or to any third party for any changes or modifications to the Website, and/or any Services that we

may wish to make from time to time, or for any decision to suspend, discontinue, or terminate the Website, the Services or any part or parts thereof, or your possibility to use or access the same from or within any territory or territories.

We may change the features of any type of account, may withdraw or introduce new features, products, or types of account at any time and for any reason, and may change the prices charged for any of its Services from time to time. In the event of any increase in the price or material reduction in the features of your Account, such change(s) will be communicated to you. We will provide notifications of the proposed changes by email to the then current email address that we have on record. You will have no obligation to continue using the Services following any such notification, but if you do not terminate your account, your continued use of your account will constitute your acceptance of the changes to your account.

Termination

You may terminate this Agreement at any time by deleting your account and thereafter by ceasing to use the Services. If you terminate this Agreement, you no longer have access to any of your account information, including any Content you sent or received.

The Company may suspend your access to the Services and/or terminate this Agreement at any time.

No Agency Relationship

These Terms of Use and your use of the Services do not create, and shall not be construed as creating, any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between the parties hereto. Your use of the Services is intended for your enjoyment and benefit, and the provision of the Services to you (subject to your compliance with these Terms) constitutes the sole and sufficient consideration.

Assignment to Third Parties

The Company may assign its rights and (where permissible by law) its obligations under this Agreement, in whole or in part, to any third party at any time without notice including without limitation, to any person or entity acquiring all or substantially all of the assets or business of the Company. You may not assign this Agreement or the rights and duties hereunder, in whole or in part, to any third party without the prior written consent of the Company.

Severability

Should one or more provisions of these Terms of Use be found to be unlawful, void or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and/or enforceability of the

remaining provisions of the Terms of Use, which will remain in full force and effect.

Entire Agreement

These Terms of Use, together with the Privacy Policy, constitute the entire agreement between you and the Company with respect to your use of the Services and supersede any prior agreement between you and the Company. Any modifications to this Agreement must be made in writing.

Third Party Rights

These Terms of Use are not intended to give rights to anyone except you and the Company. This does not affect our right to transfer our rights or obligations to a third party.

Applicable Law and Jurisdiction

These Terms of Use shall be construed in accordance with and governed by the laws of the United Kingdom, without reference to their rules regarding conflicts of law.

Disclosures

More information about Aveo Vision UK is available by contacting hello@aveovision.co.uk

ACKNOWLEDGEMENT

BY USING OR REGISTERING WITH THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

Last Updated: June 19th 2019