

Acceptance of the Terms of Use

Welcome to Myopia Continuing Education the "Website" or "Site"). By using the Site, you accept and agree to be bound and abide by these terms and conditions ("Terms of Use") and our Privacy Policy, found at [Privacy Policy](#), incorporated herein by reference.

Please read these conditions carefully before you start to use the Website.

These Terms of Use are entered into by and between You and HOYA Vision Care (Hoya Holdings N.V.) and its subsidiaries and affiliates (collectively, "HOYA", "Company," "we," or "us"). These Terms of Use govern your access to and use of this Site, including any content, functionality, and services offered or through the "Website", whether as a guest or a registered user.

By using this Website, you represent and warrant that you are at least eighteen (18) years of age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. Further, **by using this Website, you** confirm your identity as a business partner or have been duly appointed by the business partner as their representative to register on this Website and maintain records relating to the store and people with access rights. If you do not meet all of these requirements, you must not access or use the Site.

Portions of the Website provide general information about vision, vision care, and vision correction. As further described herein, this information is not intended to be a source of or substitute for medical advice.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. We reserve the right at any time, with or without notice

1. to modify or terminate the Website, or any portion thereof, and
2. to suspend or terminate your access to the Website or any portion thereof for any reason, including if you violate, or if we have reasonable grounds to suspect that you have violated, these Terms of Use.

Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes.

Accessing the Website and Account Security

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

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive

features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with, a username, 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 also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information.

We have the right to disable any username, password, or other identifiers, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and functionality including but not limited to all text, graphics, user interfaces, displays, visual interfaces, images, audio, video, artwork, computer code (including HTML code), domain names, trademarks, trade names, programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, the “look and feel” and arrangement of all content appearing on the Website or available through the Website (the “Intellectual Property”) are owned by the Company, its licensors, or other providers of such material and are protected by international copyright laws, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. All rights not expressly granted to you hereunder are reserved by the Company and its licensors. The Terms of Use do not convey to you an interest in or to the Intellectual Property but only a limited revocable right of use in accordance with the Terms of Use. These Terms of Use permit you to use the Website for your personal, non-commercial use only. 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 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 Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other applicable laws.

Trademarks and Copyrights

“Hoya,” Hoya™, Hoya’s marks, 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. Except where explicitly noted otherwise, all content on the Website is copyrighted and protected under national laws and international treaties throughout the world. You may not copy or use the Website, or any portion thereof, in any manner

without our prior written approval. The Website may also contain content that is subject to the copyright and other rights of third parties.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material. The Company will not be liable for typographical errors, including but not limited to, incorrect prices, on the Website and we reserve the right to refuse or cancel any order or service in the event of a typographical error. 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 Website, or by anyone who may be informed of any of its contents.

Data Protection

All information we collect on this Website is subject to our [Privacy Policy](#).

By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Product Descriptions

We have made every effort on the Website to display the dimensions, features, and colors of our products as accurately as possible. However, the colors you see in our products will depend on your monitor or other display and we cannot guarantee that colors will be accurately displayed. We do not warrant that the product descriptions are accurate, complete, reliable, current, or error-free.

Shipping

Delays resulting from the carrier are not the responsibility of the Company and we reserve the right to deny refunds, replacements, or exchanges for shipments that are undeliverable or miss-delivered due to your error or the carrier's error.

Links to other sites

The Website may facilitate access to other sites or online social media networks or pages for your convenience. These sites, networks, or pages are not necessarily controlled by Hoya and are maintained by third parties over which Hoya has no control. Accordingly, the Company expressly disclaims any responsibility for the content, material, accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party sites. These links do not imply an endorsement with respect to any third party or any website or the products or services offered by any third party. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Disclaimer

By using this application, defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, and successors against any loss, damage, liability, costs, expenses (including legal fees) incurred by any third party claims and arising from (i) your use of and access to the Website; (ii) User Contributions; (iii) your violation of any of these Terms of Use; and (iii) your infringement of the rights of any third party, including, but not limited to, proprietary, privacy or intellectual property rights. Furthermore, You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. To the fullest extent provided by 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 website or any services or items obtained through the website or to your downloading of any material posted on it, or on any website linked to it. This disclaimer remains in effect as long as you use the Website.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

APPLICABLE LAW

This Agreement and all rights and obligations of the parties shall be governed by and construed in accordance with the laws of The Netherlands, without regard to its conflict of law provisions, and without prejudice to your rights under any other applicable law, which may not otherwise be excluded.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Hoya Optical Labs of America, Inc. regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.