

## TERMS AND CONDITIONS OF USE

### Welcome

Welcome to Des Peres Eye Center's website and online services ("Des Peres Eye Center Site" or the "Site"), an online information and communications service provided by Des Peres Eye Center in Des Peres, Missouri. This Terms and Conditions of Use policy is intended to cover the use of the entire Site, although additional conditions, restrictions and privacy policies may apply.

### Health care disclaimer

**Use of the Des Peres Eye Center Site and online services does not establish a doctor-patient relationship and does not obligate Des Peres Eye Center or Doctors Eye Clinic, Inc. to any response, care or treatment.**

The content, products and services offered herein are here to provide information to consumers on health care and medical issues that may affect their daily lives. Nothing in the content, products or services should be considered, or used as a substitute for, medical advice, diagnosis or treatment. This Site and its services do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment. You should always speak with your health care provider for diagnosis and treatment, including your specific medical needs. No representation or warranty is made that the content, products, information or services offered through this Site are safe, appropriate or effective for you. We advise users to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health, medical conditions, and use of products. If you have or suspect that you have a medical problem or condition, please contact a qualified health care professional immediately. If you are in the United States and are experiencing a medical emergency, please call 911.

### Terms of use

Use of the Site is subject to this Terms and Conditions of Use. Des Peres Eye Center may modify these Terms and Conditions of Use at any time, and such modifications shall be effective immediately upon posting the modified terms and conditions on the Site. You agree to review the Terms and Conditions of Use periodically to be aware of such modifications, and your access or use of the Site constitutes your acceptance of the Terms and Conditions of Use as it appears at the time of your access or use. From time to time, Des Peres Eye Center may offer website visitors the opportunity to participate in additional features or services through the Site. You may be required to enter into additional agreements or authorizations before you can access such features or services.

### Intended for users 18 and older

The Site is intended for use by individuals 18 years of age or older. This Site is not intended for use by individuals under the age of 18. Users under the age of 18 should get the assistance of a parent or guardian to use this Site.

You agree that you will not:

- Upload or transmit any communications or content of any type that may infringe or violate any rights of any person or entity
- Use this Site for any purpose in violation of local, state, national or international laws

- Use this Site as a means to distribute advertising or other unsolicited material to any third party
- Use this website to post or transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, bullying or embarrassing to any person or entity
- Attempt to disable, "hack" or otherwise interfere with the proper functioning of this Site

If you use any part of the Site requiring secure access, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

## Termination of use

Des Peres Eye Center may, in its sole discretion, terminate your account or your use of the Site at any time, with or without cause. You are personally liable for any orders and charges that are placed on your account prior to termination.

Des Peres Eye Center reserves the right to change, suspend or discontinue all or any aspects of the Site at any time without prior notice.

## eCommerce

**One-time charges.** A valid credit card number, expiration date and card security code is required for all transactions. If we are unable to charge the full amount of your order to the credit card you provide, we may cancel your order or request an alternate form of payment. Des Peres Eye Center's designated credit card processor will collect your credit card information and related personal information for its use in processing your payment for the products or services charged on your account. Any complaints or grievances regarding the processing of your payment should be addressed to Des Peres Eye Center at the contact information given below. You understand that the prices for products and services may be changed from time to time, but that the Site will reflect current prices.

**Responsibility for charges and fees.** You are solely responsible for all charges and applicable fees (including delivery charges, taxes and any fees assessed by your bank) associated with orders charged to your account.

## Indemnification

You agree that you will indemnify Des Peres Eye Center against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to materials you have posted or other actions taken by you on the Site, or a violation by you of the Terms and Conditions of Use.

## Intellectual property

The Des Peres Eye Center name and logo are trademarks and/or service marks of Doctor's Eye Clinic, Inc. The content and design of the Des Peres Eye Center Site is protected by U.S. and international copyright laws. You may not copy, reproduce, republish, upload, post, display, transmit or frame any of these materials without prior written consent from the copyright owners, except that you may view, download, display and print a single copy of these materials on a single computer for personal, noncommercial use only, so long as: you do not alter or modify the materials in any way; you include all applicable notices and disclaimers (including copyright notices); and you do not use the materials in a way that suggests an association with Des Peres Eye Center or an affiliated entity. You understand and agree that title to these materials shall not pass to you or any other user.

## Disclaimers

YOU UNDERSTAND AND AGREE THAT THE DES PERES EYE CENTER SITE AND ANY SERVICES, CONTENT OR INFORMATION CONTAINED ON OR PROVIDED BY THE DES PERES EYE CENTER SITE IS PROVIDED ON AN "AS IS" BASIS. DES PERES EYE CENTER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF SUITABILITY, TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE OR ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SITE. IN ADDITION, DES PERES EYE CENTER DOES NOT GUARANTEE THAT USE OF THE SITE WILL BE FREE FROM TECHNOLOGICAL DIFFICULTIES INCLUDING, BUT NOT LIMITED TO, UNAVAILABILITY OF INFORMATION, DOWNTIME, SERVICE DISRUPTIONS, VIRUSES, MALWARE, WORMS OR LOSS OF DATA, AND YOU UNDERSTAND THAT YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES, SAFEGUARD AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY AND SECURITY OF DATA INPUT AND OUTPUT AND PROTECTION FROM VIRUSES, MALWARE, WORMS OR LOSS OF DATA.

## Errors on Des Peres Eye Center Site

Content, prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Des Peres Eye Center reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Des Peres Eye Center will issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account. If you are not fully satisfied with your purchase, you may return it in accordance with the Site's return policy.

## Limitations of liability

THE USE OF AND ANY RELIANCE UPON THE INFORMATION CONTAINED IN THE SITE IS ENTIRELY AT YOUR OWN RISK, AND IN NO EVENT SHALL DES PERES EYE CENTER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER LOSSES OR DAMAGES OF ANY NATURE, FEES, COSTS, EXPENSES, FINES, PENALTIES, JUDGMENTS OR LIABILITIES (INDIVIDUALLY AND COLLECTIVELY "DAMAGES") ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE/SITE, OR SITES ACCESSED THROUGH THIS SITE, AND/OR CONTENT OR INFORMATION PROVIDED HEREIN. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE/SITE IS TO STOP USING THE SERVICE/SITE. USER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE AND SERVICES AVAILABLE THROUGH THE SITE. DES PERES EYE CENTER SHALL NOT BE LIABLE FOR ANY DAMAGES YOU INCUR AS A RESULT OF ACTS OR OMISSIONS BY THE CREDIT CARD PROCESSOR INCLUDING, BUT NOT LIMITED TO, DAMAGES AS A RESULT OF A THIRD PARTY OBTAINING YOUR CREDIT CARD OR PERSONAL IDENTITY INFORMATION. DES PERES EYE CENTER SHALL NOT BE LIABLE FOR ANY DAMAGES YOU INCUR AS A RESULT OF CONTACTING THIRD PARTY SITES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## Links to third party websites

The Site contains links to other websites operated by third parties ("Third Party Site", or "Third Party Sites"). These links are available for your convenience and are intended only to enable access to these Third Party Sites and for no other purpose.

Des Peres Eye Center does not warrant or make any representation about the nature, substance, content, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third Party Site or the possible security and data effects of contacting such Third Party Sites. A link to a Third Party Site on the Des Peres Eye Center Site does not necessarily constitute a recommendation, sponsorship, endorsement, approval or responsibility for any Third Party Site or view expressed thereon. Des Peres Eye Center makes no endorsement, representation or warranty as to any products or services offered on any Third Party Site. The conditions of use and privacy policy of any Third Party Site may differ substantially from the conditions of use and legal notices that apply to your use of the Site. Please review the conditions of use for all Third Party Sites for more information about the terms and conditions that apply to your use of Third Party Sites.

## Jurisdiction

You agree that any dispute or claim (including personal injury and/or property damage claims) related to your use of the Site is subject to the exclusive jurisdiction of the appropriate court in the state in which your care was originally given on-site by Des Peres Eye Center, or at which care was requested, and will be adjudicated pursuant to the laws of that state. This agreement also applies to anyone claiming on your behalf.

## Contact information

If you have any questions about the Service, please contact us at [decappts@gmail.com](mailto:decappts@gmail.com)