

Terms of Use

Last Modified: December 27, 2024

Please read these terms of use carefully before using the <https://www.waveeyecare.com> website or related content (individually and collectively, the “site”). By accessing or using the site, you agree to these terms of use, together with our privacy policy (which is incorporated herein by reference). We may amend both policies at our discretion and will post the revised policies on the site.

1. INTELLECTUAL PROPERTY

The Site and all content related to the Site, including, without limitation, all product descriptions, images, photographs, text, and any derivative works or enhancements (collectively, the "Site Content") are owned by **WAVE Eye Care**, which includes **WAVE Contact Lenses®**, **EyePrint Prosthetics**, and **Advanced Vision Technologies (AVT)** (collectively "we," "us," or "our") or our licensors. All intellectual property rights in the Site Content, including copyrights, trademarks, and patents, are protected under applicable laws. Any use of the Site Content or trademarks, including the "WAVE Eye Care" logo, "WAVE Contact Lens System®" logo, "EyePrint Prosthetics" logo, "Advanced Vision Technologies (AVT)" logo, and marks, without our express written permission is strictly prohibited. Third-party names, marks, content, and products mentioned on the Site may be the intellectual property of their respective owners.

2. ACCESS

(a) To access or use certain features of the Site, you may be required to provide certain information. This may include creating an account via the "Wavers" portal or submitting a Clinical Support Request.

(b) When submitting any information to us, you agree to provide true, accurate, and complete information, and you agree to promptly update your information if there are any changes. The collection and use of your personal and non-personal information are governed by our Privacy Policy, which is incorporated here by reference.

3. LIMITATION, SUSPENSION, OR TERMINATION

(a) We reserve the right, in our sole discretion, to temporarily or permanently limit, suspend, or terminate your access to the Site, in whole or in part, without prior notice. This may occur due to changes in our business practices, violations of these Terms of Use or our Privacy Policy, or for any other lawful reason.

(b) Any limitation, suspension, or termination will not alter your obligations under these Terms of Use, including indemnity, release, disclaimers, and limitations of liability, which will survive such action.

4. ACCEPTABLE USE

(a) You agree to comply with these Terms of Use and applicable laws, including those governing the transmission, access, and maintenance of medical information. If you are an eye care practitioner or an agent of one, you warrant that you have obtained the necessary consents from your patients regarding their medical information.

(b) You agree not to:

- Use the Site in an unlawful or fraudulent manner, including impersonating others or collecting personal information without consent.
- Modify or interfere with proprietary notices or security features of the Site.
- Harass, threaten, or invade the privacy of others.
- Use automated devices or software to monitor or extract data from the Site.
- Engage in conduct that restricts or inhibits others from using or enjoying the Site.

5. RELIANCE ON SITE CONTENT

Site Content may not always be accurate, complete, or current. We do not commit to updating Site Content and make no representations about its accuracy. You are responsible for evaluating the accuracy and usefulness of the content.

6. LIMITS ON OUR LIABILITY

(a) **No Liability for Indirect or Consequential Damages:** Under no circumstances shall we, our affiliates, officers, agents, or partners be liable for indirect, incidental, special, consequential, or exemplary damages arising out of your use of the Site, or any dispute between you and any third party.

(b) **Limitation of Liability:** Our cumulative liability, or that of our affiliates, shall not exceed \$100. Any cause of action arising out of your use of the Site must be initiated within one (1) year from when the cause of action arises. Claims outside this time period will be waived.

7. DISCLAIMER OF WARRANTIES

The Site and all content are provided “as is” and “as available.” We make no warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We disclaim all warranties to the fullest extent permitted by law.

8. INDEMNIFICATION

You agree to indemnify and hold us harmless from any claims, losses, damages, or expenses (including legal fees) arising out of your use of the Site, violations of these Terms of Use, or breaches of any representations or warranties you have made. You agree to cooperate with us in defending any claims subject to your indemnification obligations.

9. DISPUTE RESOLUTION AND MANDATORY ARBITRATION

(a) **Initial Contact:** If a dispute arises, both parties agree to first contact each other in writing with a description of the issue and the proposed resolution.

(b) **Arbitration:** If the dispute is not resolved within 60 days, it must be submitted to binding arbitration in King County, Washington, under the rules of JAMS.

(c) **Class Action Waiver:** Disputes will be handled individually, not as part of a class-wide claim.

(d) **Small Claims Court:** Either party may bring claims in small claims court in King County, Washington.

10. GOVERNING LAW

These Terms of Use and the Privacy Policy will be governed by the laws of the State of Washington, USA. Any dispute will be resolved in the courts of King County, Washington, USA.

11. INTERNATIONAL USE

The Site and its content are intended for use within the United States. We do not represent that the Site is appropriate or available for use outside the United States. Users who access the Site from other locations do so at their own risk and are responsible for compliance with local laws.

12. COPYRIGHT INFRINGEMENT

(a) We will remove or disable access to infringing content on the Site in appropriate circumstances, as per the Digital Millennium Copyright Act (DMCA).

(b) To notify us of copyright infringement, your notice must include:

- A signature of the copyright owner or authorized agent.
- A description of the copyrighted work and the location of the infringing material.
- Your contact details and a statement of good-faith belief regarding unauthorized use.
- A statement of accuracy under penalty of perjury.

Send copyright notices to:

Attn: Copyright Agent

Wave Eye Care

17721 59th Ave. NE

Arlington, WA 98223

13. AMENDMENT; ADDITIONAL TERMS

(a) We may update these Terms of Use and provide notice by posting a revised version on the Site with an updated date. By continuing to use the Site after changes are made, you agree to be bound by the updated terms.

(b) Additional terms may apply to specific parts of the Site. If such terms conflict with these Terms of Use, the additional terms will prevail.

14. OTHER TERMS

(a) **Waiver:** No waiver of any breach of these Terms of Use will be deemed a waiver of any other breach.

(b) **Severability:** If any provision of these Terms of Use is deemed unenforceable, the remaining provisions will remain in effect.

(c) **Assignment:** You may not assign these Terms of Use without our written consent.

(d) **Privacy:** Your use of the Site is also governed by our Privacy Policy, which details our practices regarding your personal information.

(e) **Entire Agreement:** These Terms of Use, together with the Privacy Policy and any additional terms, constitute the entire agreement between you and us.