



## LEGAL NOTICE

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### **This Website Does Not Provide Medical Advice**

Davis Vision makes the Website available for the sole purpose of providing general education information on health and vision related issues and providing access to such resources. The Website and its health and vision related information and resources are not intended to be a substitute for professional medical advice or for the care that patients receive from their health care providers. Nothing in this site is intended to be used for medical diagnosis or treatment nor does Davis Vision recommend or endorse the information mentioned on this Website. The Website and its health and vision related information are not intended, and must not be taken, to be the rendering of medical or professional health advice or services, or the practice of medicine, optometry, or any other professional health care.

Always seek the advice of your health care provider before beginning any treatment or if you have any questions regarding a medical and/or ocular condition. You should not disregard medical advice, or delay seeking medical advice, because of something you read in this Website. If you think you may have a medical emergency, call your health care provider or 911 immediately.

### **Children’s Privacy**

The Website is not intended or designed to attract children under the age of 13. Davis Vision does not collect Personally Identifiable Information from any person we know is under the age of 13. Some of the content on this

Website may not be appropriate for children. Parents or guardians are solely responsible for providing supervision of minors' use of this Website.

Use of this Website is also governed by our [Online Privacy Policy](#), which is incorporated into this Terms of Use by reference.

### **Collection of Personal and Personally Identifiable Information (PII)**

All personal and personally identifiable information you submit to Davis Vision is governed by the Davis Vision Privacy Policy. Any inconsistency between the Terms of Use and the Davis Vision [Online Privacy Policy](#) shall be governed in favor of the Online Privacy Policy.

Your use of the Website determines whether or not we collect any personally identifiable information from you, and how much information we collect. For purposes of this Terms of Use, personally identifiable information is defined as any data collected by Davis Vision that can be tied to you for purposes of contacting, identifying or locating you.

Davis Vision does not collect any personal or personally identifiable information from Visitors. For purposes of this Terms of Use, Visitors are those individuals who casually browse the Website and do not enter a User ID and Password issued by Davis Vision, necessary for access to non-public content.

Davis Vision only collects personal or personally identifiable information from Subscribers and Members. For purposes of this Terms of Use, Subscribers and Members are those individuals who subscribe to Davis Vision products and have been issued a User ID and Password, or are otherwise eligible to register for a User ID and Password due to possession of unique identifiers based on existing subscriptions to a Davis Vision product.

If you are, or choose to become, a Subscriber/Member, your enrollment serves as an express opt-in, giving affirmative consent to participate in any activity or function of the Website. Such consent shall last the entire duration of your subscription to Davis Vision products.

When accessing the Member website, minimal personally identifiable information is collected. To log in to the Davis Vision Member website, we collect the member's unique identification number and the first 5 characters of the member's last name. To access certain areas of the Member website, additional personally identifiable information is collected, specifically the individual's date of birth and first name. This information is collected as a means of authenticating and identifying the individual to allow access to the available information and services on the Member website.

Your personally identifiable information, collected by Davis Vision, is used solely for the purpose of providing vision care products and services to you, unless otherwise granted express permission by you to use the information for additional purposes.

Failure to opt-in or provide the required minimum personally identifiable information results in the inability to access certain non-public contents (e.g. the Member website).

Davis Vision already has access to the information collected and compares the information on the Davis Vision enrollment files to the information presented by the user to verify membership and authenticate the user. If disclosures of any personal information are made outside of this authentication and verification process, the information is not required and the user may choose to omit the information.

Members may opt-out of providing such information at their discretion by either foregoing use of the Member website or by ceasing subscription to Davis Vision products.

### **Personal Health Information (PHI)**

Davis Vision does not collect your personal health information through this website and discourages you to submit any material information considered the same. In the event of your voluntary submission of personal health information, Davis Vision safeguards such data in accordance with all applicable state and federal privacy laws, including the Health Information Portability and Accountability Act (HIPAA) and the HITECH Act, as amended, and any implementing regulation.

### **User Submissions in Public Areas**

Davis Vision invites Visitors and Subscribers/Members to send e-mail messages to Davis Vision regarding Website activities and any products or services relevant to Davis Vision. The submission and use of such information submitted via public areas of this Website is governed by the Davis Vision [Online Privacy Policy](#).

Information submitted by you in public areas of this Website is only used by Davis Vision representatives. Submission of any information via such means automatically grants Davis Vision an exclusive, perpetual license to retain such information. Davis Vision does not disclose such information to any third parties.

### **Use of Information Collected**

Any and all information submitted by you to Davis Vision via this Website shall be governed by the Davis Vision [Online Privacy Policy](#).

Davis Vision may disclose the personal and personally identifiable information of its Visitors and Subscribers/Members to affiliates. Such information will be disclosed to respond to the individual's needs and to provide information about products or services offered by Davis Vision affiliates. Personal information is treated with the same standards of confidentiality that Davis Vision uses. Davis Vision affiliates are subject to Davis Vision's corporate policies and Davis Vision's non-related service providers are legally bound by contract to employ at least the same strict standards of confidentiality as employed by Davis Vision.

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You agree to defend, indemnify, and hold Davis Vision, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of the Terms of Use.

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Use of this Website shall constitute your express agreement that exclusive jurisdiction for any dispute with Davis Vision, or in any way relating to your use of this Website, resides in the courts of the State of New York and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of New York in connection with any such dispute including any claim involving Davis Vision or its affiliates, subsidiaries, employees, contractors, officers, directors, and content providers.

The Terms of Use is governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. If any provisions of the Terms of Use are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver of the Terms of Use shall be deemed a further or continuing waiver of such term or condition or any term or condition.

### **Complete Agreement**

Except as expressly provided in this Website's privacy and legal notices, the Terms of Use constitute the entire agreement between you and Davis Vision with respect to the use of this Website and content.