

TERMS OF USE – EYESTAR MISSION (EFFECTIVE AS DECEMBER 2023)

IMPORTANT - this is a legal agreement between you ("You") and Essilor International SAS, its parents, subsidiaries, affiliates, representatives, officers, and directors (collectively, "Essilor", "us", "we", or "our", as owner of [EyeStar Mission] (the "Website"). You should read carefully the following terms of use ("TOU") as they govern your use of the Website. These TOU are subject to change by Essilor at any time by publishing the amended TOU to the Website. By using the Website, You accept the TOU in effect at the time of such use. Your use of this Website is expressly conditioned upon your agreement to these TOU.

- **LICENSE GRANT.** Essilor hereby grants to You a personal, revocable, limited, non-exclusive, and non-transferable license to use the Website solely for your personal use, which does not include activities related to any commercial, entrepreneurial or professional activity, provided that You comply with the terms and conditions of this TOU. Notwithstanding the foregoing, You may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use the Website in any manner not expressly permitted herein.
- **USER REPRESENTATIONS.** By accessing or using the Website, You agree to abide by all applicable laws and regulations governing your use of the Website.
- **PROPRIETARY RIGHTS.** This TOU provides only a limited license to access and use the Website. Accordingly, You expressly acknowledge and agree that Essilor transfers no ownership or intellectual property interest or title in and to the Website to You or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Website, unless otherwise indicated, are owned, controlled, and licensed by Essilor. [EyeStar Mission], the [EyeStar Mission] logo(s), and all other names, logos, and icons identifying [EyeStar Mission] are proprietary trademarks of Essilor and any use of such marks, including, without limitation, as domain names, account identifiers, or as search terms, without express written permission is strictly prohibited. Other product and company names or logos mentioned or displayed on or through the Website may be the trademarks and/or service marks of their respective owners.
- **PRIVACY POLICY / CONTENT SUBMITTED BY YOU.** It is essential that You read and accept the Privacy Policy found at [eyestar-mission.com/assets/files/uk-en/Essilor_UK_PrivacyPolicy.pdf] for a summary of Essilor's personally identifiable information collection and use practices
- **RESTRICTIONS.** You agree not to modify, distribute, disclose or create works wholly or partially based on the Website. You cannot (nor allow third parties to) sub-license, rent, sell, distribute, circulate, provide, transform, de-codify, break down, disassemble, reverse engineer, create derivative works of, modify or translate the Website, or in any case reproduce, copy, use or provide the Website, or parts of it, in any other manner except for that expressly permitted herein or permitted by mandatory law.

- **HEALTH DISCLAIMER.**

Any general health information on this website is only intended to facilitate communication between you and your healthcare provider. It is not intended for diagnosis or as a substitute for seeking professional medical advice. All specific medical questions should be directed to a professional healthcare provider.

- **DISCLAIMER & SEVERABILITY.**

Essilor does not warrant or make any representations regarding the use, the inability to use or operate, or the results of the use of the website. The website (and any part thereof), including without limitation any content, data and information related thereto, are provided on an “as is” and “as available” basis, without any warranties of any kind, express or implied, including warranties of title or non-infringement or implied warranties of use, merchantability or fitness for a particular purpose or use. Essilor disclaim and make no representations or warranties as to the usability, accuracy, quality, availability, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of any content, data, results, or other information obtained or generated in connection with your use of the website. Essilor does not warrant that the operation with the website is or will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations. Essilor may, at its sole discretion and without an obligation to do so, correct, modify, amend, enhance, improve and make any other changes to the website at any time, or discontinue displaying or providing any content or features without any notice to you. You agree and acknowledge that the use of the website, including use of and/or reliance on any content available through the website, is entirely, or otherwise to the maximum extent permitted by applicable law, at your own risk. Users are required to follow the user instructions.

- **AVAILABILITY AND CONTINUITY OF SERVICE.** You acknowledge and accept that Essilor reserves the right, at its own and complete discretion, to temporarily or permanently (i) suspend or eliminate the Website, and/or (ii) disable any access to the Website.

- **INDEMNITY.** By using this Website, You agree to defend, indemnify and hold harmless Essilor and its parent and affiliates, and their directors, employees and agents, against any claim, loss, damage, liability, cost, expense (including legal fees) asserted by any third party and arising, directly and indirectly from: (i) your use of and access to the Website (or any part thereof); (ii) any posted content; (iii) your breach of any of these TOU; and (iii) your infringement of any third party rights, including without limitation any property, privacy or intellectual property rights; (iv) your violation of any applicable law or regulation. This indemnity shall survive the duration of your use of the Website.

- **ENFORCEMENT.** You acknowledge that any breach, threatened or actual, of these TOU will cause irreparable injury to Essilor, such injury would not be quantifiable in monetary damages, and Essilor would not have an adequate remedy at law. You therefore agree that Essilor shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of these TOU.

- **TERM AND TERMINATION.** These TOU will terminate immediately and automatically, upon our notice, if You fail to comply with any Sections. You may also terminate these TOU at any time by ceasing all use of the Website. Your obligations contained herein will survive the termination of these TOU for any reason.

- **WAIVER & SEVERABILITY.** Failure to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver of any subsequent or other default or failure of performance. If any part of this TOU is determined to be invalid or unenforceable pursuant to applicable law or court order including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this TOU shall continue in 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 France without regard to its conflict of laws provisions, and without prejudice to your rights under other applicable law, which cannot be otherwise excluded.
- **INDEPENDENT PARTY.** You are an independent party. No joint venture, partnership, employment, or agency relationship exists between You and Essilor as a result of these TOU or your utilization of the Website.
- **ENTIRE AGREEMENT.** These TOU and any other agreement or terms or conditions for services, information, or licenses available through the Website, which are all hereby incorporated by reference as if set forth fully herein, represent the entire agreement between You and Essilor with respect to use of the Website, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and Essilor with respect to the Website.
- **NO ASSIGNMENTS.** You may not assign or transfer any rights under this Agreement without the prior written consent of Essilor.
- **HEADINGS.** Headings are for convenience only.