

Labtician Ophthalmics, Inc.

Terms and Conditions of Use

Thank you for visiting the Labtician Ophthalmics, Inc. web site (the "Site"). Labtician is an online ordering and information site for specialty ophthalmic and related products. The Site is designed by Labtician Ophthalmics, Inc. ("Labtician", "we" and "us"), a corporation incorporated pursuant to the laws of the Province of Ontario, to provide a convenient, private and informative ordering experience for the purchase of specialized ophthalmic related products 24 hours a day, 7 days a week. We want each visitor ("you", "you on behalf of your organization or establishment" or "your") to the Site to have a safe, pleasurable visit, so we have established the following general terms and conditions so that we (we and you) know what to expect from each other.

These general terms and conditions (which include the Privacy Policy, Terms & Shipping Policy, Returns Policy, Intellectual Property Policy, Security Policy and Opt-In Policy) (the "Terms and Conditions") are applicable to any use of the Site and to any agreements concluded between you and us through the Site. If you do not agree to these Terms and Conditions, you cannot use this Site and/or buy any products through this Site. Subject to applicable law, we may make changes to the Site, these Terms and Conditions of Use, or the policies and conditions that govern the use of the Site at any time. We encourage you to review the Site and the General Terms and Conditions periodically for any updates or changes. Subject to applicable law, your continued access or use of the Site shall be deemed to be your acceptance of these changes and of the reasonableness of these standards for notice of changes.

YOUR ACCOUNT OBLIGATIONS:

In consideration of your use of the Site, you agree to: (a) provide true, accurate, current and complete information about you as prompted by the registration form for your account information (the "Account Information") and (b) maintain and promptly update the Account Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and refuse any and all current and future use of the Site. Account Information and certain other information about you are subject to our Privacy Policy. Please review our Privacy Policy to understand our privacy related practices.

YOUR CONDUCT:

Any conduct by you that in our sole discretion, restricts or inhibits any other user from using or enjoying the Site will not be permitted. You agree to use the Site only for lawful purposes. You are prohibited from posting on or transmitting through the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, fraudulent, racially, ethnically, or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, provincial, national, or international law.

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site, use of the Site, or access to the Site unless you first obtain our express written consent to do so. You agree not to access the Site by any means other than through the interface that is provided by us for use in accessing the Site.

DELIVERY:

Deliveries will be to the address on your order using the shipping option you have selected. Subject to delays outside our control, the overall delivery period should generally not exceed five (5) working days.

RETURNS POLICY:

See the Labtician Returns Policy. Updates can be made on an ongoing basis at Labtician's discretion.

SHIPPING AND PAYMENT:

When you place your order, you can choose your shipping method. If you need the order to arrive faster, choose a courier service to receive your shipment in approximately one (1) to three (3) working days.

NOTE: Labtician ships on an ex-works basis whereby ownership and responsibility transfers to the customer at the point of shipment.

We accept the following forms of payment: Visa and MasterCard. Payments can be made online during order placement. Labtician does not retain or store your credit card information. Labtician will require that you enter your credit card information at the time of each order being placed through our online web-ordering portal.

TRADEMARKS:

The name Labtician Ophthalmics, Inc. and other graphics, logos, and service names used on the Site by Labtician are the trademarks of Labtician. Labtician trademarks may not be used in connection with any third-party products or services or in any manner that disparages or discredits Labtician. All other brands and names (including third-party product names) are the property of their respective owners.

OUR RIGHTS:

You acknowledge that the Site contains information, data, software, photographs, graphics, videos, text, images, typefaces, sounds, and other material (collectively "Content") that are protected by copyrights, trademarks, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed.

We may elect to electronically monitor areas of the Site and may disclose any Content, records, or electronic communication of any kind (i) to satisfy any law, regulation, or government

request; (ii) if such disclosure is necessary or appropriate to operate the Site; or (iii) to protect our rights or property or the rights of the users. We are not responsible for screening, policing, editing, or monitoring such Content. If notified of allegedly infringing, defamatory, damaging, illegal, or offensive Content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such Content from the Site.

We may terminate your access, or suspend your access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, a third-party or us.

TERMINATION:

These Terms and Conditions are effective until terminated by us. We may, in our sole discretion, change, suspend or terminate, temporarily or permanently, the Site or any component of the Site or any of its features at any time, for any reason without any notice or liability to you or any other entity. If you no longer agree to be bound by the Terms and Conditions, you must cease your use of the Site. We reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Site with or without notice. You agree that any termination of your access to the Site may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or the Site. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Site.

APPLICABLE LAW:

We make no representation that the Content in the Site is appropriate or available for use in other locations, and access to it from territories where its content is illegal or prohibited. Those who choose to access the Site from other locations do so of their own initiative and are responsible for compliance with applicable local laws. Any claim relating to the Site, the products or services provided through the Site or the Content (a "Claim") shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to any choice of law provisions. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in the Province of Ontario, Canada in Toronto and irrevocably agree that all Claims may be heard in such court. You agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

SITE CONTENT:

You acknowledge that all the Content is protected by copyright, including as a compilation under Canadian copyright laws, and we own a copyright in the Content and the selection, coordination, arrangement, and enhancement of such Content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part. If no specific restrictions are displayed, you may make copies of select portions of the Content, provided that the copies are made only for your personal, information and non-commercial use and that you do not alter or modify the Content in any way, and maintain any notices contained in the

Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided in the preceding sentence, you may not upload, post, reproduce, or distribute in any way Content protected by copyright, or other proprietary right, without obtaining permission of the owner of the copyright or other proprietary right. In addition to the foregoing, use of any software Content shall be governed by the software license agreement accompanying such software, if any.

ELECTRONIC COMMUNICATIONS:

When you visit the Site or send e-mails to us, you are communicating with us electronically and consent to receive communications from us electronically as permitted by applicable law. We will communicate by posting notices on this site or with you by e-mail as permitted by applicable law. You agree that all agreements, notices, disclosures and other communications we provide to you electronically satisfy any legal requirement that such communications be in writing. If you provide consent to receive our email notifications, we will use your name and email address to send the email notifications to you. We may send email to you without your express consent if there is implied consent or to clarify or complete a transaction you have initiated with us. You are permitted to unsubscribe from email notifications by replying to a received email with "Unsubscribe" in the body or otherwise using the unsubscribe mechanism in the email. Please allow 10 business days for our information to be updated. If you unsubscribe, we may continue to send you email solely to clarify or complete a transaction you have initiated with us.

LINKS TO THIRD PARTY SITES:

Occasionally, we may make available a link to a third party's web site. These links will let you leave the Site. The linked sites are not under our control and we are not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. We are not responsible for webcasting or any other form of transmission received from any linked site. We provide the links to you only as a convenience.

INTELLECTUAL PROPERTY POLICY:

You may not infringe any of the intellectual property rights associated with the manufacture, design, branding and packaging of any products advertised on the Site nor introduce any modifications to the products supplied by us unless the nature of the delivered product dictates otherwise. Use of the Site does not constitute a license to use in any way, any of the trademarks owned by us or our licensors, including but not limited to the words Labtician. All content, designs, text, graphics, software compilations, underlying source code, and other graphic arrangements together with the compilation (meaning the collection, arrangement and assembly) of all Content on the Site belong to us or our licensors, where applicable. Any other use of the Site including the reproduction, modification, distribution, transmission, republication, display or performance of the Content of the Site without prior written consent from us is strictly prohibited. For greater certainty, you may not create and/or publish your own database that features parts of the Site without our prior written prior approval.

PRIVACY POLICY:

See Labtician Privacy Policy. Updates can be made on an ongoing basis.

We may process personal health information and personal information that you provide to us (or that is provided to us on your behalf) in such a way that the individual cannot be identified ("Anonymized Information"). You agree that Anonymized Information is the sole property of Labtician and you hereby assign, and agree to assign, all right, title and interest in such Anonymized Information to us. You acknowledge and agree that we may combine this Anonymized Information with other information resulting in aggregated information ("Aggregated Information") and such Aggregated Information, and the compilation or database of Anonymized Information therein, is the sole property of Labtician. Without limiting any of the foregoing, you acknowledge and agree that we may use, share and permit others to use and share Anonymized Information and Aggregated Information for any purpose and with any third parties.

The Site may permit you to input and store data ("Data"). You agree to back up your Data regularly and export all of your Data and remove it from the Site prior to the earlier of the termination of these Terms and Conditions. We assume no liability for and may, remove or destroy all Data stored on the Site upon the termination of your use of the Site or the termination of the Terms and Conditions.

SECURITY POLICY:

We take the security of your information very seriously. Our e-commerce system uses SSL (Secure Sockets Layer) technology. It is used with a view to creating a secure transaction environment for commerce on the Internet. If your browser and local network supports the use of encrypted data transmissions, our Secure Checkout mode locks all information (i.e.: your credit card number) passed from you to Labtician in an encrypted envelope.

OPT-IN:

We provide you the opportunity to "opt-in" to having your personally identifiable information used for certain purposes, when we ask for this information. For example, if you purchase a product/service and wish to receive any special offer emails from us, you may opt-in.

If you no longer wish to receive informational and promotional communications, you may opt-out by communicating directly with Labtician. Please allow approximately 2 weeks for our information to be updated.

We follow generally accepted industry standards to protect the personally identifiable information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

If you have any questions about security on the Site, you can contact our Director of Privacy Affairs at Labtician.

DISCLAIMER OF WARRANTY:

THE CONTENT CONTAINED IN THIS SITE IS PROVIDED BY LABTICIAN AS A SERVICE TO ITS CUSTOMERS. THIS SITE DOES NOT CONTAIN INFORMATION ABOUT ALL EYE DISEASES, NOR DOES THIS SITE CONTAIN ALL MEDICAL INFORMATION THAT MAY BE RELEVANT TO YOUR EYECARE NEEDS OR THOSE OF ANY PATIENT. THE INFORMATION PROVIDED IN THIS SITE IS ONLY GENERAL HEALTH INFORMATION, AND IS INTENDED ONLY TO FACILITATE COMMUNICATION BETWEEN YOU AND/OR YOUR PROFESSIONAL EYECARE PROVIDER. THIS SITE DOES NOT PROVIDE MEDICAL DIAGNOSIS FOR ANY INDIVIDUAL AND MUST NOT BE USED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, TREATMENT OR CARE. ALL SPECIFIC MEDICAL QUESTIONS YOU MAY HAVE ABOUT YOUR SPECIFIC MEDICAL CONDITION, TREATMENT, CARE, OR DIAGNOSIS MUST BE PRESENTED TO YOUR PROFESSIONAL EYECARE PROVIDER. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY SEEKING PROFESSIONAL ADVICE BECAUSE OF ANY INFORMATION CONTAINED IN OR RELATED TO THIS SITE. EXCEPT AS EXPRESSLY AND UNAMBIGUOUSLY STATED OTHERWISE, LABTICIAN DOES NOT OPERATE, CONTROL, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT, BRAND, METHOD, TREATMENT, INFORMATION OR SERVICE ON THIS SITE. THE INFORMATION, SERVICES, AND PRODUCTS CONTAINED IN THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

LABTICIAN AND OUR MEDICAL ADVISORS, CONSULTANTS, AND STAFF EXPRESSLY DISCLAIM AND EXCLUDE ALL WARRANTIES WITH RESPECT TO ALL INFORMATION, SERVICES, AND PRODUCTS CONTAINED IN THIS SITE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THIS SITE INCLUDES CONTENT PROVIDED BY THIRD PARTIES AND USERS. ANY OPINIONS, ADVICE, STATEMENTS, SERVICES, OFFERS, OR OTHER INFORMATION EXPRESSED OR MADE AVAILABLE BY THIRD PARTIES (INCLUDING MERCHANTS, SUPPLIERS AND LICENSORS) ARE THOSE OF THE RESPECTIVE AUTHORS OR DISTRIBUTORS OF SUCH CONTENT AND NOT OF LABTICIAN OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS. THERE ARE NO WARRANTIES MADE AS TO THE COMPLETENESS, ACCURACY, CURRENCY, OR RELIABILITY OF INFORMATION PUBLISHED BY LABTICIAN. LABTICIAN DOES NOT WARRANT THAT INFORMATION, SERVICES, AND PRODUCTS CONTAINED IN THIS SITE WILL SATISFY YOUR REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR.

If you are purchasing any products for resale, you agree that you will not make any false or misleading statements about those products. You agree that you will comply with applicable law and all professional obligations and will at all times act in a lawful and ethical with respect to the sale of any products.

LIMITATION ON LIABILITY:

YOU ACKNOWLEDGE AND AGREE BY YOUR USE OF THIS SITE TO ASSUME FULL RESPONSIBILITY FOR ALL RISKS ASSOCIATED WITH YOUR USE OF THIS SITE AND ANY PRODUCTS OR SERVICES MADE AVAILABLE ON THIS SITE.

IN NO EVENT SHALL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, SUPPLIERS OR CONTRACTORS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE OR ANY PRODUCTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS, LOSS OF REVENUE, GOOD WILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (i) ANY PRODUCTS OR SERVICES OFFERED ON THIS SITE; (ii) THE USE OF OR INABILITY TO USE THE SITE, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (vi) ANY OTHER MATTER RELATING TO THE SITE, ANY PRODUCTS OR ANY SERVICE PROVIDED BY LABTICIAN. IN NO EVENT SHALL LABTICIAN'S LIABILITY OR THE LIABILITY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, SUPPLIERS OR CONTRACTORS FOR DIRECT DAMAGES EXCEED THE PURCHASE PRICE OF THE PRODUCTS WHICH ARE THE SUBJECT OF ANY CLAIM. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL PRODUCTS, CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITE. BECAUSE SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES AND PROVINCES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

YOU AGREE TO INDEMNIFY AND HOLD US, AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, CO-BRANDERS, SUPPLIERS OR OTHER PARTNERS, CONTRACTORS AND EMPLOYEES, HARMLESS FROM ANY LOSS, DAMAGE, CLAIM OR DEMAND, INCLUDING REASONABLE LEGAL FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING IN CONNECTION WITH THESE TERMS AND CONDITIONS INCLUDING WITHOUT LIMITATION YOUR PURCHASE OF ANY PRODUCTS ON THE SITE, YOUR PARTICIPATION IN ANY LABTICIAN PROGRAM, THE CONTENT YOU SUBMIT, POST TO OR TRANSMIT THROUGH THE SITE, YOUR USE OF THE SITE, YOUR CONNECTION TO THE SITE, YOUR VIOLATION OF THE TERMS AND CONDITIONS, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.


GENERAL INFORMATION:

These Terms and Conditions, together with any other written agreement between us constitute the entire agreement between us (you and us) and govern the use of the Site. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect.

Except where varied by applicable law, you agree that any claim or cause of action arising out of or related to use of the Site or the Terms and Conditions must be filed within one year after such claim or cause of action arose or be forever barred.

SUBMISSIONS:

We are pleased to hear from our customers and welcome your comments regarding our products, including the Site. We request that you be specific in your comments on our services and products. If you send us comments, suggestions, ideas, materials, notes, drawings, concepts, or other information (collectively, "Submissions"), the Submissions shall be deemed, and shall remain, our property. None of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions. Without limiting the foregoing, you agree that we shall exclusively own and hereby assign to us without compensation or further obligation all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions, including the right to publish on the Site or elsewhere and to use the Submission, including any suggestions, ideas, etc. contained herein.

COPYRIGHT NOTICE. Copyright ©  2013 Labtician Ophthalmics, Inc. All rights reserved. Any rights not expressly granted herein are hereby reserved.

OTT_LAW\ 4369703\5