Terms and Conditions

Effective Date: 11/6/2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, INCLUDING OUR TERMS OF SALE INCLUDED HEREIN, AS THEY CONTAIN IMPORTANT INFORMATION THAT MAY AFFECT YOUR LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, REQUIRING INDIVIDUAL BINDING ARBITRATION OF ANY POTENTIAL LEGAL DISPUTES BETWEEN YOU AND 1-800 Contacts, Inc. AND WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1-800 Contacts, Inc. ("1-800 CONTACTS", "we," "our," or "us"), owns and operates The Framery (d/b/a of 1-800 Contacts, Inc.) including this website, www.theframery.com where we help you find glasses that you actually like wearing and that help you express your personality. The following Terms and Conditions govern your use of this website ("Terms"). By using, registering with or shopping at or www.theframery.com (the "Website"), you accept these Terms, including this arbitration provision and class action waiver, so please read them carefully. By using this Website, you affirm that you are able and legally competent to agree to and comply with these Terms. If you do not meet these requirements, you must not register for or purchase products from the Website. If you do not agree to these Terms, then you may not use, register for or shop at this Website. If at any time you do not accept all of these Terms, you must immediately stop using the Website.

By using this Website, you affirm that you are able and legally competent to agree to and comply with these Terms. If you do not meet these requirements, you must not register for or purchase products from the Website.

If you do not agree to these Terms, then you may not use, register for or shop at this Website. If at any time you do not accept all of these Terms, you must immediately stop using the Website.

Privacy

Please review our Privacy Policy to understand our privacy-related practices.

No professional advice

Any information supplied through this Website or by any of our employees or agents, whether by telephone, e-mail, letter, facsimile or other form of communication, is for informational purposes or general guidance and does not constitute medical or other professional advice. Health-related information provided through this Website is not a substitute for medical advice and it is important that you not make medical decisions without first consulting your personal physician or other healthcare professional. The receipt of any questions or feedback you submit to us does not create a professional relationship and does not create any privacy interests other than those described in our Privacy Policy.

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER VISITOR TO THE WEBSITE, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

Terms of Sale

(a) Availability and Pricing. All products offered for sale are subject to availability and we reserve the right to impose quantity limits on any order or reject all or any part of an order without prior notice. Prices for products are subject to change at any time, but changes will not affect any order for products you have already placed. Purchases are also subject to our price matching policy. All prices are in US dollars.

(b) Taxes. You are responsible for any applicable sales, use, duty, customs or other governmental taxes, levies or fees ("Taxes") due with respect to your purchase of products or services through our Services. We will collect applicable Taxes if we determine we have a duty to collect Taxes. We will present an estimate of Taxes we collect at checkout, except where we have clearly stated in writing that a price includes Taxes. The actual Taxes charged may be adjusted from the amount shown at checkout. Several factors may cause this, such as variances between processor programs and changes in tax rates. We are not required to, and do not, collect Taxes in all states. You may have a duty to directly report and pay Taxes if we do not collect such Taxes.

(c) Payment. Only valid payment methods acceptable to us may be used to complete a purchase our products. You represent and warrant that you are

authorized to use your designated payment method. You authorize Us to charge your designated payment method for the total amount of your order (including any applicable taxes and shipping and handling charges). If any of the products in your order are unavailable, we will only charge the prices, Taxes and other applicable charges associated with the products that are included in the shipment.

(d) Free Home Try-On. We offer free home try-on to ensure you find glasses you love. See how it works at www.theframery.com/free-home-try-on.

(e) Your Prescription. If You are purchasing prescription eyewear, We need your prescription information. If your prescription information is incomplete, inaccurate, or expired, We may need to take additional steps to confirm your current information, which may cause a delay in receiving your order.

(f) FSA and HSA Eligibility. For more information about how to use your FSA or HSA account for your order, check out ww.theframery.com/fsa-and-hsa.

(g) Purchase Limits. We want to give all of our customers an opportunity to buy our glasses. Therefore, we do not authorize the purchase of commercial quantities of glasses, and we may place limits on purchases. We may also, among other things, restrict orders placed by or under the same customer account or the same credit card, or orders that use the same billing or shipping address. We reserve the right to limit, cancel or prohibit orders that, in our judgment, appear to be placed with an intent to resell or distribute our products. We further reserve the right to stop doing business with customers who violate this policy or any other part of our Terms.

(h) Shipping; Risk of Loss. You agree to pay any shipping and handling charges shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the changes applicable to you before you make your purchase. Any delivery dates or times shown as part of the checkout process are estimates only and are not guaranteed. Unless we state otherwise in writing via the services, risk of loss or damage to a product passes to you upon delivery of the product to our designated carrier.

(i) Returns. Please see our Return Policy information about returning products purchased via our services at www.theframery.com/guarantee.

(j) Errors. In the event of an error, we reserve the right to correct the error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged.

(k) The products sold via our services are manufactured by other companies. The manufacturer may offer its own warranty, but unless otherwise stated on the product page we do not offer a warranty on those products. That means they are sold by "as is" and "with all faults." If the manufacturer offers a limited warranty for the product, it can usually be found on the manufacturer's website or with the product packaging. For any product sold via our services you agree that your remedy is solely with the product manufacturer and not 1-800 Contacts.

(l) We reserve the right to remedy customer issues and concerns on a case-by-case basis. We reserve the right, in our sole discretion, to resolve customer issues and concerns based on the facts and circumstances of each customer.

Electronic communications

When you visit the Website or send e-mails to us, you are communicating with us electronically and are consenting to receive communications from us electronically regarding a purchase or response to a question or comment or because you have chosen to receive promotional, legal or reminder emails about your contact lenses. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Dispute resolution; Arbitration; Class Action waiver

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND 1-800 CONTACTS TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM 1-800 CONTACTS.

(a) Arbitration Agreement. You and 1-800 Contacts agree that all claims and disputes relating in any way to your use of the Website, or to any products you purchase or purchased through 1the Website, shall be resolved by binding arbitration on an individual basis. Arbitration is the referral of a claim or dispute to one or more persons charged with reviewing the claim or dispute and making a final binding determination to resolve it instead of having it

decided by a judge or jury in court. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE DISPUTES. THE RULES IN ARBITRATION ARE DIFFERENT AND ARE ADDRESSED BELOW.

(b) Waiver of Jury Trial. YOU AND 1-800 CONTACTS WAIVE ANY CONSTITUTIONAL OR STATUTORY RIGHT TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURYEXCEPT AS PROVIDED IN THIS DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER SECTION, YOU AND 1-800 Contacts ARE INSTEAD ELECTING TO HAVE CLAIMS AND DISPUTES RESOLVED BY ARBITRATION.

(c) Mandatory Pre-Arbitration Notice and Commitment to Good-Faith Negotiations. Before either you or 1-800 Contacts may initiate an arbitration proceeding or any action in a judicial proceeding, you and 1-800 Contacts agree that each party will notify the other in writing of any claim or a dispute reasonably anticipated to lead to, or that will lead to, arbitration or a judicial proceeding, so that the parties can initially try to resolve the claim or dispute informally and individually. Notice by 1-800 Contacts will be sent to you at your last known street and email addresses on file, and notice by you to 1-800 Contacts must be sent by email to 1-800 Contacts at the following email address: legal@1800contacts.com. The notice of dispute must include your name, street address, telephone number, and email address on file with us, as well as a brief description of the claim or dispute that is specific and individual to you, the amount of money (if any) at issue, and the specific relief sought. The notice of dispute must also include the name, street address, telephone number, and email address of any attorney or law firm that represents you with respect to the claim or dispute. You and 1-800 Contacts then agree to negotiate personally, individually, and in good faith to try to resolve the claim or dispute. If and only if the parties cannot resolve the claim or dispute within sixty (60) days after the notice is received, then either party may, consistent with the Mass Case Filing Procedures set forth below, commence an arbitration proceeding with a written demand for arbitration. Any limitations period will be tolled from the date the dispute is noticed to the other side until the expiration of this sixty (60) day period. Compliance with

this Mandatory Pre-Arbitration Notice and Commitment to Good-Faith Negotiations provision is a condition precedent and requirement for initiating any arbitration proceeding. If the sufficiency of a notice of dispute or compliance with this Mandatory Pre-Arbitration Notice and Commitment to Good-Faith Negotiations provision is disputed, that dispute may be decided by a court on an individual basis at either Party's election, and any formal dispute resolution proceeding shall be stayed pending resolution of that dispute. A court shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of a demand for arbitration and the collection of any fees associated therewith. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in this informal process.

(d) Arbitration Procedures. The arbitration of any dispute or claim subject to this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section shall be governed by the Federal Arbitration Act (the "FAA") and shall be administered by the American Arbitration Association (the "AAA") and conducted in accordance with the AAA Consumer Arbitration Rules and, as applicable, the AAA Mass Arbitration Supplementary Rules, as any such rules may be modified by this arbitration agreement and by the AAA. The AAA Rules and filing forms are available online at www.adr.org/rules or by calling AAA at 1-800-778-7879. If the AAA is unavailable or unwilling to administer arbitration consistent with this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section, another arbitration provider shall be selected by the parties that will administer the arbitration consistent with it. If the parties cannot agree on a provider, one shall be selected by a court that will administer the arbitration consistent with this section. You may choose to have the arbitration conducted by telephone, virtually, based on written submissions, or at an in person hearing in the county where you live or at another mutually agreed upon location. 1-800 Contacts reserves the right to request a hearing from the arbitrator. You agree to personally appear at any in-person hearing (along with your counsel if you are represented). An arbitrator must follow and enforce these Terms as a court would. The arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Judgment on any arbitration award may be entered in any court of competent jurisdiction, except an award that has been satisfied may not be entered. An award shall have no preclusive effect in any other arbitration or proceeding in which you are not a named party.

(e) No Class Arbitrations, Class Actions, or Representative Actions TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW, YOU AND 1-800 Contacts AGREE THAT EACH PARTY MAY BRING CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER SECTION AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. CLAIMS AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE BROUGHT AS A CLASS OR OTHER TYPE OF REPRESENTATIVE ACTION OR ON BEHALF OF ANY INDIVIDUAL OR OTHER GROUP. UNLESS YOU AND 1-800 Contacts AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE, PROCEEDING. AN ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S) OR DISPUTE. ANY RELIEF AWARDED CANNOT AFFECT OTHER 1-800 Contacts' USERS. IF, AFTER EXHAUSTION OF ALL APPEALS, ANY OF THESE PROHIBITIONS ON NON-INDIVIDUALIZED RELIEF AND CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDINGS ARE FOUND TO BE UNENFORCEABLE WITH RESPECT TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF, THEN SUCH A CLAIM OR REQUEST FOR RELIEF WILL BE DECIDED BY A COURT OF COMPETENT JURISDICTION, AFTER ALL OTHER CLAIMS AND REQUESTS FOR RELIEF ARE ARBITRATED.

(f) Mass Case Filing Procedures. You and 1-800 Contacts agree that, in addition to other provisions of these Terms, these Mass Case Filing Procedures will apply to your claim or dispute subject to this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section if your claim or dispute is part of a Mass Case Filing. A claim or dispute that is subject to this Mass Case Filing Procedures provision is called a "Dispute" for purposes of this provision. If 25 or more similar Disputes (including yours) are asserted against 1-800 Contacts by the same attorney or law firm, or by attorneys or law firms acting in concert or cooperation with each other (a

"Mass Case Filing"), the resolution of your Dispute might be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, and conserve the parties' and the AAA's resources. If your Dispute is part of a Mass Case Filing, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that your claim or Dispute is first submitted to 1-800 Contacts until your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section.

Stage One. If, within any 90-day period, at least 25 Disputes are submitted as part of a Mass Case Filing, counsel for the claimants and counsel for 1-800 Contacts will each select, in their sole discretion, 15 Disputes to be filed and to proceed as cases in individual arbitrations as part of the first stage of this process. The number of Disputes to be selected to proceed in Stage One can be increased or decreased by agreement of counsel for the parties (and if there are fewer than 25 Disputes, all shall proceed individually in Stage One). Each of the 25 cases shall proceed individually. No single arbitrator may be assigned to more than three cases in Stage One, and any arbitrator who hears more than one case must hear at least one case selected by each party. If a case is withdrawn from arbitration before an arbitration award is issued, another Dispute shall be selected by the party who selected the withdrawn case for inclusion and will proceed as a case as part of Stage One. The remaining Disputes, and any Disputes submitted thereafter, shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed or collected in connection with those Disputes, except as authorized in Stage Two, below. The parties shall use their best efforts to complete all Stage One arbitrations no later than 150 days after all of the initial 25 Disputes to be arbitrated in Stage One are assigned to arbitrators. After arbitrations of the first 25 Disputes are completed, the parties' counsel will participate in a global mediation session, with a mediator jointly selected by counsel, to try to resolve all the remaining Disputes (as informed by the adjudications of cases in Stage One). 1-800 Contacts will pay the mediator's fee for the global mediation.

Stage Two. If, following the completion of Stage One, any remaining Disputes (including any additional Disputes asserted at any time between the commencement of Stage One and the commencement of Stage Two) are unresolved, counsel for the claimants and counsel for 1-800 Contacts will

each select, in their sole discretion, 15 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of a second staged process. The number of Disputes to be selected to proceed as part of this second staged process can be increased or decreased by agreement of counsel for the parties (and if there are fewer than 25 Disputes remaining, all remaining Disputes will proceed individually in Stage Two). No more than four cases may be assigned to a single arbitrator to proceed individually in Stage Two, and any arbitrator who hears more than one case must hear at least one case selected by each party. If a case is withdrawn from arbitration before an arbitration award is issued, another Dispute shall be selected by the party who selected the withdrawn case for inclusion and will proceed as a case as part of Stage Two. Any remaining Disputes (including any additional Disputes asserted after the Disputes in Stage Two have been selected) shall not be filed or deemed filed in arbitration, nor shall any arbitration fees be assessed or collected in connection with those Disputes, except as authorized in Further Stages, below. The parties shall use their best efforts to complete all Stage Two arbitrations no later than 150 days after all the Disputes to be arbitrated in Stage Two are assigned to arbitrators. After this second set of staged proceedings, the parties shall engage in a second global mediation session of all remaining Disputes with a mediator jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stage One and Stage Two), and 1-800 Contacts shall pay the mediator's fee for the global mediation. Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

Further Stages. Notwithstanding the foregoing, counsel for the parties may, in their sole discretion, mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except mediation shall be elective by agreement of counsel) or through another process to which the parties mutually agree in writing. Nothing in this provision should be construed to create any obligation on any party to agree to any further adjudications in arbitration following the completion of Stage Two.

Time and Fee Limitations. Notwithstanding the foregoing, in the event that your Dispute has not been assigned to an arbitrator or released from arbitration within eighteen (18) months of the date your Dispute was first submitted to 1-800 Contacts, you may, upon written notice to 1-800 Contacts, elect to opt out of arbitration and proceed in a court of competent jurisdiction

consistent with the remainder of the Terms. Notwithstanding any other provision or section of these Terms, with respect to a single Mass Case Filing, if at any time and for any reason the total arbitration fees the parties would otherwise be required to pay to file Disputes to proceed as cases in arbitration equal or exceed $150,000.00, then 1-800 Contacts may, upon written notice to you, elect to opt out of arbitration, upon which this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section shall no longer apply to the Disputes of that Mass Case Filing, and the Disputes of that Mass Case Filing must instead be brought, if at all, in a court of competent jurisdiction consistent with the remainder of the Terms.

Enforcement. A court of competent jurisdiction shall have the authority to enforce this Mass Case Filing Procedures provision, including the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees for any filings that are not made in strict compliance with the Mass Case Filing Procedures.

Severability. This Mass Case Filing Procedures provision and each of its requirements are essential parts of this Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Mass Case Filing Procedures provision applies to your Dispute and is unenforceable, unconscionable, invalid, void, or voidable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

(g) Arbitration and Other Fees and Costs. Payment of arbitration fees will be governed by the AAA Rules and fee schedule. However, you agree that 1-800 Contacts will have no obligation to pay any AAA fees in connection with any arbitration filed in violation of these Terms, and specifically the Mass Case Filing Procedures set forth herein. You and we agree that the parties have a common interest in reducing the costs and increasing the efficiencies associated with arbitration. Therefore, you or 1-800 Contacts may elect to engage with the AAA regarding arbitration fees, and you and 1-800 Contacts agree that the parties (and counsel, if applicable) will work together in good faith to ensure that arbitration remains cost-effective for all parties. The parties shall be responsible for their own attorney’s fees and costs in arbitration, unless an award of attorney’s fees or costs is authorized by law or the arbitrator determines that a claim or proceeding was frivolous or brought for an improper purpose or in bad faith. If the arbitrator determines that a claim or dispute was frivolous or brought for an improper purpose or in bad faith, the

party that brought that claim or dispute will reimburse the other party for any amounts paid for the arbitration of that claim or dispute.

(h) Survival Severability of this Section. This Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section shall survive any termination or cancellation of your use of the Site, information collected or provided by you to 1-800 Contacts on or through the Site, any products or services you use or purchase, or are used or purchased, through the Site, and your relationship with 1-800 Contacts. Any amendments Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section shall not affect any then-active or pending arbitration proceeding.

Intellectual property

Unless otherwise noted, all information, account information, articles, data, images, passwords, customer numbers, screens, text, user names, web pages or other materials (collectively, the "Content") appearing on the Website, the Website itself, and all features and functionality of the Website, are the exclusive property of 1-800 CONTACTS or its subsidiaries:

- All information, products, services, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software and other Content contained on or used in the Website is protected by United States and international copyright laws. All rights reserved. Please assume that everything you see or read on the Website is copyrighted to, or used with permission from 1-800 CONTACTS unless otherwise noted.
- The trademarks, logos, service marks and trade dress (collectively, the "Trademarks") displayed on the Website are registered and unregistered Trademarks of 1-800 CONTACTS or others. The Trademarks may not be used in connection with any product or service that is not ours or in any manner that is likely to cause confusion among customers. All other trademarks not owned by 1-800 CONTACTS or its subsidiaries that appear on this Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by 1-800 CONTACTS or its subsidiaries.
- Images of people, objects or places displayed on the Website are either the property of, or used with permission by, 1-800 CONTACTS.
- We own or use by permission all software contained on the Website, including without limitation all HTML code. Copyright and other laws and international treaty provisions protect this software. The law expressly

prohibits any modification, redistribution or reproduction of the software, and such actions could result in severe civil and criminal penalties. We will seek and support prosecuting violators to the maximum extent possible.

- You may not copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, bsite for public or commercial purposes without 1-800 CONTACTS' authorization, except that:
    - Your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials.
    - If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
    - If we provide social media features, you may take such actions as are enabled by such features.
- Nothing on this Website shall be construed to confer any grant or license of any intellectual property rights, whether by estoppel, by implication or otherwise.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users involved in such violations

We also reserve the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request.

Patents

One or more patents may apply to this Website. Please see www.theframery.com/patents for a list of patents.

Use Permission and Prohibited Uses

You are permitted to access and make personal use of this Website only for lawful purposes and in accordance with these Terms, and not to download (other than page caching) or modify it, or any portion of it, except with our express written consent. This license does not include the use of the Website to do any of the following, including but not limited to:

- resell or commercially use this Website or its contents;
- download or copy any account information for the benefit of another merchant or other person or entity;
- use any false or inaccurate information for purposes of establishing an account with us;
- provide any information or take any other action with the purpose of establishing an account with us in order to place test orders;
- delete or revise any material or other information of ours or any other user
- harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- collect or otherwise use any data located on the Website for litigation or legislative purposes;
- take any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure:
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any activity being conducted on this Website;
- use any engine, software, tool, agent or other mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than (i) the search engine and search agents available from 1-800 CONTACTS and (ii) generally available third party web browsers;
- allow any other person or entity to use your Customer Number or other identifying information;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service
- use the Website in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- send, knowingly receive, upload, download, use, or re-use any material that is illegal, obscene, threatening, defamatory, invasive of privacy,

infringing of intellectual property rights or otherwise injurious to third parties or objectionable;
- impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us in our sole discretion, may harm the Company or users of the Website or expose them to liability.

You further agree not to violate or attempt to violate the security of the Website, including, without limitation, actions such as:

- accessing data not intended for you or logging into a server or account that you are not authorized to access;
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- attempting to interfere with service to any user, host, or network, including, without limitation, by way of submitting a virus to or overloading, using any type of spyware or redirecting software, "flooding," "spamming," "mailbombing" or "crashing" the Website;
- forcing the placement of cookies;
- sending unsolicited e-mail, including promotions and/or advertising of products or services; or
- forging any TCP/IP packet header or any part of the header information in any e-mail or posting.

This Website or any portion of this Website may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without our express written consent. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout or form) of 1-800 CONTACTS or The Framery without express written consent. You may not use any meta tags or any other "hidden text" utilizing 1-800 CONTACTS' name or Trademarks, including The Framery, without our express written consent. Any unauthorized use terminates the permission or license granted by us. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of 1-800 CONTACTS or The Framery so long as the link does not portray 1-800 CONTACTS or The Framery or our products or services in a false, misleading, derogatory or otherwise offensive matter, or

suggest any form of association, approval, or endorsement on our part. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission, or disable all or any social media features and any links, at any time without notice in our sole discretion. You may not use any 1-800 CONTACTS or The Framery's logo or other proprietary graphic or trademark as part of the link without our express written permission.

Online Purchases and Other Terms and Conditions

All purchases through the Website or other transactions for the sale of goods or services resulting from visits made to the Website by you are governed by our Terms of Sale which are hereby incorporated into these Terms. We are responsible and will meet, where applicable, all PCI-DSS requirements as it pertains to the security and protection of your credit card information to the extent we handle, have access to, or otherwise store, process, or transmit your payment information.

Reselling products prohibited

You are absolutely prohibited from reselling in any manner any products you purchase from 1-800 CONTACTS or the Framery, whether you purchased the products through the Website or by any other means.

Your account

If you use this Website, you are responsible for maintaining the confidentiality of your account, Customer Number and other related login and account information and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to immediately notify us of any unauthorized use of your Customer Number or account or any other breach of security. In consideration of your use of this Website, you agree to (a) provide true, accurate, current, and complete information about yourself as prompted by the forms for your account, prescription and order 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 this Website. Account Information and certain other information about you are also subject to our Privacy Policy. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Reviews, comments, communications and other content

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- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work
- identification of the URL or other specific location on the Website where the material that you claim is infringing is located;
- your name, address, telephone number and email address;
- a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent or the law;
- a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is either the owner, or is authorized to act on behalf of the owner, of an exclusive copyright right that is allegedly infringed; and
- an electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest.

Our agent for notice claims of copyright infringement on the Website can be reached as follows:

1-800 CONTACTS, INC
c/o Legal Department
261 Data Drive
Draper, Utah 84020
Telephone:(801)924- 9800
Email: legal@1800contacts.com

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These Terms and Conditions and Privacy Policy govern the use of the Website. You also may be subject to additional terms and conditions that may apply when you use third-party content or third-party software. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

Notice to California residents

If you are a California resident, under California Code § 1789.3, you are entitled to the following consumer rights notice: If you have a question or

complaint regarding the Website you may contact 1-800 CONTACTS at: 261 W Data Drive, Draper, UT 84020. Or by telephone at (801) 924-9800 or email at Email: legal@1800contacts.com . You may also reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or my telephone at (800) 952-5210 or (916) 445- 1254.

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