

usaeyeglass.com

TERMS OF USE

These usaeyeglass.com Terms of Use (these “Terms of Use”) apply when you access, use or visit our website located at www.usaeyeglass.com (the “Site”), or the services we provide through the Site (the Site and these services constituting the “Service”). The Service is provided to you by USA The Eyeglass Place, LLC Optical (“Company,” “we,” “us” and “our”). We prepared these Terms of Use to help explain the terms that apply to your use of the Service. **BY AFFIRMATIVELY ACKNOWLEDGING YOUR AGREEMENT TO THESE TERMS OF USE YOU ARE AGREEING TO THESE TERMS OF USE, WHICH CONSTITUTE A BINDING LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY.**

Notice Regarding Dispute Resolution and Your Right to Opt-Out: These Terms of Use contain provisions that govern how claims you and we may have against each other are resolved (see Section 15 below), including an agreement and obligation to arbitrate disputes, which will, subject to limited exceptions, require you to submit claims you have against us to binding arbitration, unless you opt-out in accordance with Section 15(e). Unless you opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

1. **UPDATES TO THESE TERMS OF USE.** We may modify these Terms of Use from time to time. We will notify you of material changes to these Terms of Use by posting the amended terms on the Site at least thirty (30) days before the effective date of the changes. If you do not agree with the proposed changes, you should discontinue your use of the Service prior to the time the new Terms of Use take effect. If you continue using the Service after the new terms take effect, you will be bound by the modified Terms of Use.
2. **PRIVACY POLICY.** In connection with your use of the Service, please review our Privacy Policy, located on our website, to understand how we use information we

collect from you when you access, visit or use the Service. The Privacy Policy is part of and is governed by these Terms of Use and by agreeing to these Terms of Use, you agree to be bound by the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms.

3. **AFFIRMATIVE REPRESENTATIONS REGARDING YOUR USE OF THE SERVICE.** When you use the Service, you represent that: (a) the information you submit is truthful and accurate; (b) your use of the Service and your use of services available on the Service do not violate any applicable laws or regulations; (c) you are of sufficient legal age or otherwise have legal capacity to legally enter into these Terms of Use.
4. **TERMS OF SALE**
 - A. **Placing an Order Through the Service.**
 - (i) **Order Information.** In order to place an order through the Service, you must provide us with applicable order information. This order information includes (a) your full name and correct and complete address and shipping information, (b) your phone number, (c) payment information (credit card number, expiration and code numbers), (d) your lens type, tints, and coatings, (e) your pupillary distance (PD) and (f) your applicable prescription (Rx) information. **IF YOUR PRESCRIPTION HAS EXPIRED OR IS MORE THAN ONE YEAR OLD, WE RECOMMEND THAT YOU CONFIRM IT WITH YOUR DOCTOR OR EYE CARE PROVIDER PRIOR TO SUBMITTING AN ORDER.**
5. **A. 24 Hour Hold Period; Changes to Your Order.** After placing an order, you will have twenty-four (24) hours to revise and update the order information you have provided via email (info@usaeyeglass.com). Following this twenty-four (24) hour period, you will not be able to revise or update your order information, and we are not responsible for any data entry errors that you made when submitting your order information or errors entered via email.
 - B. **Delivery.** Most orders placed for delivery in the United States are shipped from South Carolina. Orders are usually shipped from these locations within 7 to 10 business days from date of the order, depending on prescription type and other factors, and, as with all medical devices, your order is subject to government inspection, shipping delays, strikes and other unforeseeable events. Therefore, timing of delivery, receipt of the order by you and other timing expectations might be delayed or impaired and orders can take longer than expected. We do not guarantee a specific delivery date.
 - C. **Return Policy.**
 - (i) **30 Day Return.** You will have thirty (30) days from the date of delivery of your order to return items included in the applicable order. If you are not satisfied with eyeglasses you have ordered from us, you may return those eyeglasses and you may elect to receive either (a) a thirty-five percent (35%) refund (excluding shipping), which will be issued back to the credit card used to place the order. Or (b) a seventy-five percent (75%) refund (excluding shipping) in the form of store credit to be used on the Service. You must call us to obtain a return authorization (RA) number before returning your glasses. Orders paid for with Store Credit can only be returned for a 35% refund of the Store Credit amount used to pay for the order. The refund will be issued to the credit card used on the preceding order for

which store credit was issued. For orders where both Store Credit and a credit card are used to pay for the order, the Store Credit portion will only be eligible for a 35% refund while the portion paid for by credit card will be eligible for either 35% refund or issuance of a 75% store Credit. Accessories other than eyeglasses that are unused and in their original condition can be returned for a one hundred percent (100%) refund (excluding shipping). Store credit will NOT be offered for applicable accessories. SHIPPING CHARGES WILL NOT BE REFUNDED UNDER ANY CIRCUMSTANCES.

(ii) Manufacturing and Other Defects. If your eyeglasses have a manufacturing defect you must return them within thirty (30) days of the date of delivery of your order and we will replace them at no charge. In addition, you will have one year from the date of delivery to return eyeglasses with defects in the anti-reflection (AR) coating and photochromic films and we will replace these eyeglasses at no charge. We are not responsible for damage caused by customer wear and tear. If you are returning your eyeglasses because of a manufacturing defect, you must: Contact customer service by phone at (843) 669-0888, by email at info@usaeyeglass.com within the applicable period set forth above to get a return authorization (RA) number. No returns are accepted without an RA. Returns should be sent to the address provided with your RA number. To receive a replacement order, glasses must be returned in their entirety (frames, lenses, eyeglass case, etc.). Include a copy (not the original version) of the prescription as written by the doctor, as well as the applicable RA number and a brief description of the reason for the return. Copies of the order or invoice will not be accepted in lieu of a copy of the prescription. You, the customer, shall Pay for the shipping fees back to the Company. If the glasses are reasonably found by us to have a manufacturing defect, we will refund \$6.50 back to the credit card used to place the order as partial reimbursement of your shipping fees. We regret that we cannot issue refunds to any credit card or payment account other than the credit card you used to place the applicable order. If the credit card you used to place the applicable order is no longer valid or a refund cannot be made to that credit card, then the amount of the refund will be issued as a store credit only to the customer account used to place the applicable order.

E. Coupons/Special Sales. "Coupons" and "Coupon codes," "Sales," "Free Shipping" and other special pricing and deals are as advertised only. Please read the specific terms for the applicable offer to understand what restrictions or limitations may apply in your jurisdiction. All special pricing and deals will begin and end on the date and at the time specified with the applicable offer. All valid coupons and coupon codes will be provided through the Service or through advertising sponsored by us. We do not have an obligation to honor any coupons or coupon codes that are posted on third party websites or otherwise provided by third parties.

6. THIRD PARTY SITES. The Service may contain links to websites operated by third parties ("Third Party Sites"). For example, you can access our Facebook, Twitter and Instagram pages through links on the Service, and you may be able to share information with Third Party Sites through links on the Service; however, we do not own or operate the Third Party Sites, and we have not reviewed, and

cannot review, all of the material, including goods or services, made available through Third Party Sites. The availability of these links on the Service does not represent, warrant or imply that we endorse any Third Party Sites or any materials, opinions, goods or services available on them. Third party materials accessed through or used by means of the Third Party Sites may also be protected by copyright and other intellectual property laws. THESE TERMS OF USE DO NOT APPLY TO THIRD PARTY SITES. BEFORE VISITING A THIRD PARTY SITE THROUGH LINKS OR OTHER MEANS PROVIDED ON OR THROUGH THE SERVICE, YOU SHOULD REVIEW THE THIRD PARTY SITE'S TERMS AND CONDITIONS AND PRIVACY POLICY, AND INFORM YOURSELF OF THE REGULATIONS, POLICIES AND PRACTICES OF THESE THIRD PARTY SITES.

7. RULES GOVERNING USER CONTRIBUTIONS; PROHIBITED ACTIVITIES; SOCIAL MEDIA GUIDELINES.

A. User Contributions. You may be able to submit comments and content to the Service, including uploading photographs (collectively, "Contributions"). You are entirely responsible for the content of, and any harm resulting from, any Contributions that you provide on or through the Service. When you create or make available a Contribution on or through the Service, you represent and warrant that you:

(i) own or have sufficient rights to provide your Contributions on or through the Service;

(ii) will not provide Contributions that violate our or any other person's privacy rights, publicity rights, intellectual property rights (including without limitation copyrights) or contract rights;

(iii) have fully complied with any third-party licenses relating to Contributions and shall pay all royalties, fees and any other monies required to be paid in connection with Contributions that you provide on or through the Service;

(iv) will not provide Contributions that: (a) are defamatory, damaging, disruptive, unlawful, inappropriate, offensive, inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing, or otherwise objectionable; (b) incite, encourage or threaten immediate physical harm against another, including but not limited to, Contributions that promote racism, bigotry, sexism, religious intolerance or harm against any group or individual; or (c) contain material that solicits personal information from anyone under the age of 13 or exploits anyone in a sexual or violent manner;

(v) will not provide Contributions that contain advertisements or solicit any person to buy or sell products or services; and

(vi) will not provide Contributions that constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on our or others' computers or equipment, designated to enable you or others to gather information about or monitor the on-line or other activities of another party.

B. Prohibited Uses. You agree that in connection with your use of the Service, you will not:

(i) use the Service for any unauthorized purpose including collecting usernames

and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications, or engaging in unauthorized framing of, or linking to, the Service without our express written consent;

(ii) transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service, including without limitation, hacking into the Service, or using the system to send unsolicited or commercial emails, bulletins, comments or other communications;

(iii) impersonate any other person or entity, sell or let others use your profile or password, provide false or misleading identification or address information, or invade the privacy, or violate the personal or proprietary right, of any person or entity;

(iv) post advertisements or solicitations for jobs or employment on the Service, or otherwise use the Service to hire any person to perform work, including, without limitation, posting advertisements or solicitations for modeling jobs or talent or talent scouting positions on the Service;

(v) post on the Service any franchise, pyramid scheme, "club membership," distributorship or sales representative agency arrangement or other business opportunity which requires an up-front or periodic payment, pays commissions, or requires recruitment of other members, sub-distributors or sub-agents;

(vi) decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense the Service, or any portion thereof; or

(vii) circumvent, disable or otherwise interfere with security related features of the Service or features that prevent or restrict use or copying of any Materials (as defined in Section 10) or enforce limitations on use of the Service or the Materials on the Service.

C. Social Media Guidelines. If you access or use any of our social media pages on Facebook, Pinterest, Twitter, Instagram or YouTube, we ask you to follow the following guidelines when contributing content or comments to these social media pages:

(i) **Be Polite and Courteous.** Excessive name calling, profanity, fighting words, discriminatory epithets, sexual harassment, bullying, gruesome language or the like, will not be tolerated.

(ii) **Stay on Topic.** Keep the conversation relevant to the community and contribute to the dialogue. We reserve the right to remove content that is off-topic, out of context, spam, promotional or links to third party sites.

(iii) **Keep It Real.** All our postings should come from a real person. We will delete any postings from our social media pages that we believe have come from fake or anonymous profiles.

(iv) **Contact Us with Your Concerns.** We would like to hear about your complaints or concerns regarding the Service before you share them on our social media pages so that we can help resolve them for you. If you are a customer and have a customer service comment, complaint, concern or idea, we encourage you to give us a call at our customer service number (843) 669-0888, or email our customer service team at info@usaeyeglass.com.

We reserve the right to remove content you post on our social media pages that violates these social media guidelines.

8. RIGHTS IN CONTRIBUTIONS

A. Ownership of Contributions. We do not claim any ownership rights in the Contributions that you post on or through the Service. After posting your Contributions on the Service, you continue to retain any rights you may have in your Contributions, including any intellectual property rights or other proprietary rights associated with your Contributions, subject to the license you grant to us below.

B. Grant of License to Us for Contributions. By making a Contribution to the Service, you grant us a perpetual, non-exclusive, fully-paid, royalty-free, sublicensable and worldwide license to use, modify, create derivative works of, publicly perform, publicly display, reproduce, disseminate, market and distribute the Contribution in connection with the Service, our business, or the promotion of the Service or our business in any media formats and through any media channels now known or subsequently created.

9. OUR INTELLECTUAL PROPERTY RIGHTS. Except for your Contributions and the Contributions of other users of the Service, all of the content on the Service ("Materials") and the trademarks, service marks, and logos contained on the Service, including the trademarks usaeyeglass.com® and USA The Eyeglass Place® and the usaeyeglass logo® are owned by or licensed to us and are subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. The Service and the Materials are for your information and personal use only and not for commercial exploitation. We reserve all rights in and to the Service and the Materials. If you download or print a copy of the Materials for your own personal use, you must retain all trademark, copyright and other proprietary notices contained in and on the Materials.

10. OUR MANAGEMENT OF THE SERVICE

A. Our Right to Manage the Service. We reserve the right, but do not undertake the obligation to: (a) monitor or review the Service for violations of these Terms of Use and for compliance with our policies; (b) report to law enforcement authorities and/or take legal action against anyone who violates these Terms of Use; (c) manage the Service in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Service; (d) screen our users or customers, or attempt to verify the statements of our users or customers; (e) monitor disputes between you and other users or to terminate or block you and other users for violating these Terms of Use; and/or (f) refuse, restrict access to or the availability of, or remove, delete, edit or disable (to the extent technologically feasible) any Contribution or any portion thereof.

B. Our Right to Terminate Users. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF

ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS OF USE, OR OF ANY APPLICABLE LAW OR REGULATION.

11. WARRANTY DISCLAIMER; LIMITATION ON LIABILITY

A.Disclaimer of Warranties.

(i)EXCEPT FOR OUR WARRANTY OBLIGATIONS SET FORTH IN SECTION 5(D)(II), TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES. THE SERVICE AND ALL CONTENT, MATERIALS OR ITEMS PROVIDED THROUGH THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE, PRODUCTS WE SELL OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, OR OUR PRODUCTS OR SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

(ii)TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF THE SERVICE'S CONTENT, THE CONTENT OF ANY SITE LINKED TO THE SERVICE, CONTRIBUTIONS, INFORMATION OR ANY OTHER ITEMS OR MATERIALS ON THE SERVICE OR LINKED TO BY THE SERVICE. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

(iii)YOU AGREE THAT USAEYEGLOSS.COM SHALL NOT BE RESPONSIBLE FOR ANY DELAY, FAILURE TO DELIVER, FAILURE IN PERFORMANCE OR INTERRUPTION OF SERVICE, RESULTING DIRECTLY OR INDIRECTLY: (A) FROM ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AGENCY, NATURAL DISASTERS, ACTS OF WAR, INSURRECTION OR TERRORISM, STRIKES OR LOCKOUTS, UNAUTHORIZED NETWORK OR COMPUTER INTRUSION, OR INTERNET- OR COMPUTER-RELATED VIRUSES, HACKER ATTACKS OR OTHER AGENTS INTRODUCED BY A THIRD PARTY, FAILURE OF THE INTERNET AND OTHER CONDITIONS BEYOND OUR CONTROL, (B) SOLELY FROM ANY TECHNICAL REQUIREMENT FOR WHICH YOU ARE

RESPONSIBLE, OR (C) SOLELY FROM YOUR INTENTIONAL ACTS OR OMISSIONS.

B.LIMITED LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICE, CONTRIBUTIONS, MATERIALS OR ANY OTHER CONTENT THEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS OF USE, OUR LIABILITY TO YOU IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU AND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, WHETHER IN CONTRACT, TORT OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY SHALL NOT EXCEED \$50.

C.EXCEPTIONS TO DISCLAIMERS AND LIABILITY LIMITATIONS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN ONE OF THESE STATES OR JURISDICTIONS, THE LIMITATIONS OR EXCLUSIONS IN SECTIONS 11(A) AND 11(B) MAY NOT APPLY TO YOU.

12. SEVERABILITY; WAIVER. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
13. U.S.A. BASED SITE. The Service is controlled and operated by the Company from its offices in the State of South Carolina. We do not make any representations that the Service or any Materials are available or appropriate for use in your location. Your use of or access to the Service should not be construed as the Company purposefully availing itself of the benefits or privileges of doing business in any state or jurisdiction.
14. LEGAL DISPUTES AND ARBITRATION AGREEMENT AND RIGHT TO OPT OUT

Please Read This Following Clause Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

A. Initial Dispute Resolution. We are available by email at info@usaeyeglass.com to address any concerns you may have regarding your use of the Service. Most concerns may be quickly resolved in this manner. Each of you and the Company agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

B. Agreement to Binding Arbitration. If we do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to Section 14(A) above, then either party may initiate binding arbitration. All claims arising out of or relating to these Terms of Use (including

their formation, performance and breach), the parties' relationship with each other and/or your use of the Service shall be finally settled by binding individual arbitration administered on a confidential basis by JAMS, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class arbitration. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to, any claim that all or any part of these Terms of Use is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of these Terms of Use shall be subject to the Federal Arbitration Act.

The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures>. If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), we will pay the additional cost. If we are required to pay the additional cost of the filing fees, you should submit a request for payment of fees to JAMS along with your form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to JAMS. We will also be responsible for paying all other arbitration costs arising in connection with the arbitration. You will not be required to pay fees and costs incurred by the Company if you do not prevail in arbitration.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

C. Class Action and Class Arbitration Waiver. You and the Company each further agree that any arbitration shall be conducted in your respective individual capacities only and not as a class action or other representative action, and you and the Company each expressly waive your respective right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section 14(B) shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

D. Exception - Small Claims Court Claims. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

E. 30 Day Right to Opt Out. You have the right to opt-out and not be bound by

the arbitration and class action waiver provisions set forth in Sections 14(B), 14(C), and 14(D) by sending written notice of your decision to opt-out to the following email: info@usaeyeglass.com. The notice must be sent within thirty (30) days of making a purchase through the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.

F. Exclusive Venue for Litigation. To the extent that the arbitration provisions set forth in Section 14(B) do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Columbia, SC (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in Columbia, South Carolina for any applicable litigation other than small claims court actions.

15. NOTICE TO NEW JERSEY USERS. Notwithstanding any terms set forth in these Terms of Use, if any of the provisions set forth in Sections 11 or 14 are held unenforceable, void or inapplicable under New Jersey law, then any such provision shall not apply to you but the rest of these Terms of Use shall remain binding on you and the Company. In addition, for New Jersey residents, the limitation on liability is inapplicable where attorneys' fees, court costs, or other damages are mandated by statute. Notwithstanding any provision in these Terms of Use, nothing in these Terms of Use is intended to, nor shall it be deemed or construed to, limit any rights available to you under the Truth-in-Consumer Contract, Warranty and Notice Act.
16. NOTICE TO CALIFORNIA USERS. Under California Civil Code Section 1789.3, users located in California are entitled to the following consumer rights notice: If a user has a question or complaint regarding the Service, please send an email to info@usaeyeglass.com. Users may also contact us by writing to usaeyeglass.com, PO Box 3853, Myrtle Beach, SC 29578. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.
17. NO MODIFICATIONS BY OUR EMPLOYEES. If any of our employees offers to modify the terms of these Terms of Use, he or she is not acting as an agent for us or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from our employees or anyone else purporting to act on our behalf.
18. INDEPENDENT CONTRACTORS. Nothing in these Terms of Use shall be deemed to create an agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship of any kind between us and any user or customer.
19. ASSIGNMENT. We may assign our rights under these Terms of Use without your approval.
20. CONTACT INFORMATION. If you have any questions about these Terms of Use, or an order you have placed through the Service, please call us at (843) 669-0888, or email us at info@usaeyeglass.com.

