

Terms and Conditions

Introduction

These Eye Physician Network, LLC Website Standard Terms and Conditions (these Terms and Conditions or these Website Standard Terms and Conditions) contained on this website, shall govern your use of this website, including all pages within this website (collectively referred to as the "Website"). These Terms and Conditions apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained in full. You must not use this Website if you have any objection to any of these Website Standard Terms and Conditions. These Terms and Conditions are effective from January 15, 2018.

Intellectual Property Rights

Other than content you own, which you may have opted to include on this Website, under these Terms and Conditions, Eye Physician Network, LLC and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

You are granted a limited license only, subject to the restriction provided in these terms and conditions for purposes of viewing the material contained on this Website.

Restrictions

You are expressly and emphatically restricted from the following:

- Publishing any Eye Physician Network, LLC Website material in any media
- Selling, sublicensing and/or otherwise commercializing any Website material
- Publicly performing and/or showing in a presentation any Website material without the permission of Eye Physician Network, LLC
- Using the Website in any way that is, or may be damaging to it
- Using the Website in any way that impacts user access to this Website
- Using the Website contrary to applicable laws and regulations
- Using the Website in a way that causes, or may cause harm to the Website, or to any person or business entity
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website
- Using this Website to engage in any advertising or marketing without the permission of Eye Physician Network, LLC

Certain areas of this Website are restricted from access by you and Eye Physician Network, LLC may further restrict access by you, to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

Your Content

In this Website's Standard Terms and Conditions, "Your Content" shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant Eye Physician Network, LLC a non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable license to use, reproduce, adapt, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party's rights. Eye Physician Network, LLC reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

No Warranties

This Website is provided "as is", with all faults, and Eye Physician Network, LLC makes no express or implied representations or warranties, of any kind related to the this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consulting or advice to you.

Refund Policy

Subscriptions for Eye Physician Network, LLC are for one year. Cancellation of a subscription will occur at the end of the twelfth month. For example, a subscription placed on January 4, 2018 would expire on January 31, 2019. There are no refunds for early termination.

If you have any questions on our refund policy, please contact us at infor@EyePhysicianNetwork.com

Limitation of Liability

In no event, shall Eye Physician Network, LLC, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise. Eye Physician Network, LLC including its officers, directors and employees shall not be

liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

Indemnification

You hereby indemnify Eye Physician Network, LLC from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms and Conditions.

Severability

If any provisions of these Terms and Conditions are found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

Variation of Terms

Eye Physician Network, LLC is permitted to revise these Terms and Conditions at any time as it sees fit, and by using the Website you are expected to review such Terms and Conditions on a regular basis to ensure you understand all terms and conditions governing use of this Website.

Assignment

Eye Physician Network, LLC shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms and Conditions without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms and Conditions.

Entire Agreement

These Terms and Conditions, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Eye Physician Network, LLC and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

Governing Law and Jurisdiction

These Terms and Conditions will be governed by and construed to accordance with the laws of the State of Oregon, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Oregon for the resolution of any disputes.