

Labtician Terms of Use

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If you do not agree to these Terms, do not use or access the Site or Services. If you are accepting these Terms on behalf of your employer or another person or entity, you represent that you have full legal authority to bind your employer or such other person or entity to these Terms.

Welcome to www.labtician.com. These terms and conditions (the “Terms”) apply to your access and use of www.labtician.com, as well as any other digital property (the “Site”) that Labtician Ophthalmics, Inc. (“Labtician,” “we,” “us,” or “our”) offers in conjunction with our products and services (the “Services”).

By accessing or using the Site or Services in any manner (automated or otherwise), you acknowledge that you: (a) have read, understand, and agree to be bound by these Terms and Labtician’s [Privacy Policy](#), which is incorporated into these Terms by this reference; (b) are at least 18 years old (or have reached the age of majority in the jurisdiction where you reside); and (c) have full power, capacity, and authority to accept these Terms.

Labtician may, at any time and in our sole discretion, modify, add to, or remove portions or all of these Terms (collectively, “Changes”). It is your responsibility to check these Terms periodically for Changes. Changes are effective immediately upon notice to you, and such notice may be given by any means, including posting on the Site or by email. Any use of the Site or Services by you after such notice means that you accept and agree to be bound by the Changes.

I. About Labtician and These Terms

Labtician manufactures, distributes, and sells a range of ophthalmic and oculoplastic product lines, including surgical eye care products and equipment, which we make available through the Site to both “Clinics” (which means medical professionals such as personal eye doctors and professional staff) and patients providing access to his or her prescription(s) and/or medical information “Patients”. Through the Site, Labtician also provides other services including “filling” certain medical prescriptions.

Labtician offers a secure portal for Clinics (“Clinic Portal”), as well as a secure portal for Patients (“Patient Portal”), to which these Terms apply. Additional terms and conditions (including other agreements, guidelines, or rules) may apply to your use of certain Content (as defined below), Services, and/or Site features, including additional terms and conditions for the Clinic Portal and the Patient Portal (collectively, the “Portals”). For the avoidance of doubt, in the event of any conflict between these Terms and such additional terms and conditions or between these Terms and any term of any specific, written agreement that both you and Labtician have executed, the terms and conditions of such additional terms and conditions or of such specific, written agreement shall prevail, but only with respect to the scope and subject matter of such additional terms and conditions or of such specific, written agreement.

II. Use and Submission of Content

All text, graphics, images, photographs, trademarks, service marks, logos, audio files, sounds, music, videos, artwork, visual interfaces, computer code, software, applications, and other documents, materials, medical or other information that you view on, or access through, the Site, the Portals or Services (collectively, “Content”), including the curation, arrangement, design, and presentation of such Content, are owned, controlled, or licensed by Labtician and/or our licensors or third parties and are protected under all applicable patent, copyright, trademark, trade secret, and other intellectual property laws in the United States as well as applicable international laws and treaties. You acknowledge and agree that our delivery

of Content on or through the Site, the Portals or Services does not transfer or constitute a grant or waiver of any rights of the copyright or intellectual property owner. You also acknowledge and agree that, as between you and Labtician; we are and shall remain the sole owner of the Sites, Services, Portals, and Content.

Limited License for Content: Subject to these Terms, and except as expressly provided in any separate agreement that also applies to your use of certain Content, Labtician grants you a limited, revocable, and nonexclusive license to view and use Content only for your personal and non-commercial use and to link to the home page of the Site; provided, however that your personal and non-commercial use of the Content or the link to the home page does not portray the Site, Services, Portals, Content, or Labtician in a false, misleading, derogatory or otherwise offensive matter, or suggest any form of association, approval, or endorsement by Labtician. You agree to immediately stop, or cause to stop, any form of unauthorized framing or linking, and we reserve the right to withdraw this limited license or to take any action necessary to protect our Content, Site, Portals or Services, at any time in our sole discretion and without notice to you. This limited license is personal to you and is not transferable by you to any other person or entity.

Prohibited Use of Content: Except as expressly provided in these Terms and any separate agreement that applies to your use of certain Content, you may not access, use, store, copy, reproduce, modify, transmit, distribute, publish, broadcast, or make additional representations and warranties regarding, the Site, Services, Portals and/or Content for any commercial purpose on or through any computer, device, server, website, mobile application, media, or any other medium, without our express prior written permission. This prohibition also extends to the use of the Labtician logo any other proprietary graphic or trademark. Use of the Site, Services, Portals or Content in a way that is not permitted by these Terms and/or any separate agreement, or that is expressly prohibited by law, may result in civil and criminal penalties. We reserve the right to work with law enforcement authorities to prosecute those involved in such violations.

No Professional Advice: The Content presented on or through the Site, Portals or Services, as well as information supplied to you by any of our employees or agents through any form of communication (including, but not limited to, telephone, e-mail, letter, or facsimile) **IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE MEDICAL OR OTHER PROFESSIONAL ADVICE. PLEASE CONSULT WITH A MEDICAL OR OTHER TRAINED PROFESSIONAL REGARDING ANY QUESTIONS OR CONCERNS YOU MIGHT HAVE REGARDING YOUR HEALTH OR MEDICAL STATUS.** Such Content or information is not intended to be, or a substitute for, professional medical advice, diagnosis, or treatment. No professional relationship is created between you and Labtician, including through your use of the Site, Portals, Services, or Content, or through any communications between you and Labtician.

Content You Provide: Subject to our [Privacy Policy](#), any information, data, account credentials (including passwords), materials, or other content you provide through, or in connection with, the Site or Services is considered "User Content." For the avoidance of doubt, "User Content" does not include any information that could be deemed to be personal health information for purposes of the Health Information Portability and Accountability Act (commonly known as "HIPAA"), which includes, but is not limited to, medical information (such as a prescription) that you submit to Labtician or that Labtician retrieves from your Clinic(s) once you have provided authorization for such retrieval (such information, "Personal Health Information"). Subject to these Terms and any separate or additional terms or agreements that also apply to User Content (including, but not limited to, our [Privacy Policy](#)), User Content (but not Personal Health Information) is considered non-confidential and non-proprietary, and you grant Labtician a license to access, store, use, reproduce, modify, display, transmit, distribute, publish, broadcast, and create new material using any User Content. Additionally, you represent and warrant that you own such User Content or that the owner of such User Content has expressly agreed that, without any particular time limit, license restrictions or the payment of any fees, Labtician may use such User Content for the purposes set out above.

You agree to indemnify Labtician for all claims resulting from User Content. You further represent and warrant that all User Content and Personal Health Information that you submit to us is true, accurate, current, and complete. You agree to keep User Content and Personal Health Information up to date and accurate and to not misrepresent any identity, account, or other information that you use on the Site or Portals. We reserve the right (but have no obligation) to monitor, edit, and/or remove any User Content for any or no reason in our sole discretion, and to remove any Personal Health Information in our sole discretion.

III. Privacy

Please review our [Privacy Policy](#), which also governs your use of the Site, Portals and Services (including Content) and is made part of these Terms by this reference. You acknowledge that Internet transmissions and emails are never completely private or secure and that any information you send to or through the Site, Portals or Services could be accessed or intercepted by others and you will not hold us liable for any such third-party access or interception.

IV. Use of the Site and Services

Unless you first obtain our express written consent, which we may withhold in our sole discretion, you agree not to:

- Use any manual or automatic process, device, program, algorithm, or methodology, including “deep-links,” “page-scraping,” “robots,” “spiders,” or other similar gathering, extraction, navigation, or search tool or technique in an attempt to or to access, use, search, copy, monitor, obtain, reproduce, distribute, or circumnavigate any portion of the Site, Portals or Services, including any Content, process, account, or other information, that is not purposely made available by us;
- Attempt to gain or gain through any means—including hacking, password mining, or other means—unauthorized access to any portion of the Site or Services, including any Content, account, systems, or networks connected to the Site or Services;
- Post or transmit any User Content or Personal Health Information that contains viruses, worms, Trojan horses, or any other contaminating or destructive features, or take any action that interferes with the proper functioning of the Site, Services, Portals or Content or any connected system or network, or with any person’s use of the same;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any part of, the Site, Portals or Services or forge, manipulate, modify, or delete any Content or other information available on or through the Site, Portals or Services;
- Access or use, or permit the access or use of, the Site, Services, Portals or Content for any purpose that is beyond the scope of these Terms or unlawful, prohibited, harmful, threatening, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable.

You also represent and warrant that, as it relates to your access to and/or use of the Site, Portals, Services, and/or Content, you will comply with all applicable laws, including, but not limited to, all intellectual property and copyright laws and applicable privacy laws.

V. Account Registration and Security

To access or use certain Content, Services, Portals or Site features, you may be required to activate your personal website including using your email address and setting up a password). You agree that:

- You will provide true, accurate, current, and complete information about yourself and your medical information, including your prescriptions, and you are responsible for keeping such information current;
- You are entirely responsible for maintaining the confidentiality of your account information, including your username and password, and will immediately notify us of any unauthorized use of your account, or any other breach of security;
- You are entirely responsible and liable for any activity that occurs through your account as a result of your failing to keep your account information confidential and secure, regardless of who conducts the activity;
- You will not access or use anyone else's account information without their express permission;
- We are not liable for any loss or damage arising from your failure to protect your username or password or comply with these obligations;
- Your access and use of the Site, Services, Portals and/or Content may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair, or other actions that Labtician, in its sole discretion, may elect to take; and
- We reserve the right to refuse access to the Portals or the Services, to terminate accounts, to remove or edit Content, or cancel orders in our sole discretion for any or no reason.

VI. Authorizations and Your Consent

Through the Site, Portals and Services, Patients are able to submit their Personal Health Information, including prescription(s) or other medical information and/or request that Labtician contact their Clinic to obtain and/or verify their prescription(s) or other medical information for fulfillment by Labtician. Accordingly, Labtician may request that a Patient enter, and a Clinic provide or make available for retrieval, a Patient's prescription or medical information. By providing such information and/or by using the Site and Services, each Patient and Clinic authorizes Labtician to retrieve, transfer, verify, and use all relevant information provided by, or retrieved from, a Patient or Clinic (including anonymized data), subject, as applicable to our Electronic Communications Disclosure, laws and our [Privacy Policy](#). In some cases, a Patient may provide partial or incorrect information and Labtician will still be able to retrieve relevant Personal Health Information. Patients and Clinics acknowledge that use of such Personal Health Information includes filling prescriptions or otherwise providing Services to Patients and Clinics. Patients and Clinics agree that Labtician shall be entitled to rely on the accuracy of any provided or derived information and has not affirmative obligation to independently verify such information.

VII. Disclaimers

THE SITE, PORTALS, SERVICES, AND CONTENT ARE DELIVERED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS. LABTICIAN AND ITS OFFICERS, AGENTS, EMPLOYEES,

LICENSORS, OR AFFILIATES MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING REGARDING ANY PORTION OF THE SITE, SERVICES, OR CONTENT. LABTICIAN AND ITS OFFICERS, AGENTS, EMPLOYEES, LICENSORS, OR AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SATISFACTORY QUALITY, ACCURACY, QUIET ENJOYMENT, SECURITY, TITLE, AND NON-INFRINGEMENT OF ANY PARTY'S RIGHTS.

LABTICIAN AND ITS OFFICERS, AGENTS, EMPLOYEES, LICENSORS, OR AFFILIATES DO NOT REPRESENT OR WARRANT THAT ANY PORTION OF THE SITE, SERVICES, PORTALS OR CONTENT IS FREE OF INACCURACIES, ERRORS, BUGS, VIRUSES, MALWARE, INTERRUPTIONS, OR IS RELIABLE, ACCURATE, COMPLETE, OTHERWISE VALID, OR THAT ANY DEFECTS WILL BE CORRECTED. YOUR USE OF THE SITE, SERVICES, PORTALS AND CONTENT IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF THE SITE, SERVICES, PORTALS OR CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO YOUR COMPUTER, DEVICE OR LOSS OF DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LABTICIAN FROM OR THROUGH THE SITE, SERVICES, PORTALS OR CONTENT WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIABILITY LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

VIII. Limitation of Liability

LABTICIAN AND ITS OFFICERS, AGENTS, EMPLOYEES, LICENSORS, OR AFFILIATES SHALL NOT, UNDER ANY CIRCUMSTANCES TO THE FULLEST EXTENT PERMITTED BY LAW, BE LIABLE TO YOU FOR ANY INDIRECT, DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, SERVICES, OR CONTENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR ANY OTHER PECUNIARY LOSS OF ANY KIND ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE, SERVICES, PORTALS OR CONTENT, EVEN IF LABTICIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGE IS FORESEEABLE. UNDER NO CIRCUMSTANCES SHALL LABTICIAN OR ITS OFFICERS, AGENTS, EMPLOYEES, LICENSORS, OR AFFILIATES BE LIABLE TO YOU FOR ANY AMOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIABILITY LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

IX. Indemnification

You agree to indemnify, defend (if we so request), protect, fully compensate, and hold Labtician and its officers, agents, employees, licensors, or affiliates harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) made by any third party due to, arising out of, or resulting from your use of the Site, Services, Portals or any Content, or any violation of these Terms or applicable law. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Site, Services, Portals, Content, and these Terms.

X. Miscellaneous

Disclosure to Law Enforcement. Labtician further reserves the right to take appropriate legal action, including making referrals to law enforcement for any illegal or unauthorized use of the Site, Services, Portals or Content and has the right to cooperate with any law enforcement, government authorities, or court orders that request or direct Labtician to disclose the identity or other information of anyone who uses the Site, Services, Portals or Content.

Suspension and Termination of Access to the Site, Portals, Services and/or Content. We reserve the right to deny, suspend, discontinue (temporarily or permanently), or terminate your access to the Site, Portals, Services and/or Content or to any features or portions thereof (including to your account, User Content or Personal Health Information), at any time and for any reason. In the event that we suspend or terminate your access to the Site, Portals, Services and/or Content, you will continue to be bound by the Terms that were in effect as of the date of your suspension or termination. You agree that we will not be liable to you or any third party for any such denial, suspension, discontinuance, termination, or Changes to the Site, Portals, Services and/or Content or your access thereto.

Links to Third-Party Websites. Labtician may occasionally link to third-party websites as a convenience to you. By clicking such link(s), you will leave the Site. Such linked websites are not under Labtician's control, are not endorsed by Labtician and we are not responsible for the contents of any linked website or links contained on such websites.

Patient Reselling Restrictions. Patients are prohibited from reselling, in any manner, any Services purchased from Labtician, whether purchased through the Site, Portals or any other means. Labtician also reserves the right to limit the quantities of items purchased by you or to refuse to sell Services to you if it reasonably appears to Labtician that you intend to impermissibly resell such products.

Export and Geographic Restrictions. U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree: (i) to abide by these laws and their regulations, including but not limited to the Export Administration Act and the Arms Export Control Act; and (2) not to transfer, by electronic transmission or otherwise, any Services, Content or information derived from the Site or Portals to either a foreign national or a foreign destination in violation of such laws.

The Site, Portals, Services, and Content are provided from, and Labtician is based in Oakville, ON. We make no representation that the Site, Portals, Services, or Content are accessible or appropriate or available for use in locations other than Canada or the United States. Any offer made available in connection with, or through, the Site, Portals, Services, or Content is void where prohibited. If you choose to access the Site, Portals, Services, or Content from locations outside of the United States or Canada, you are solely responsible for complying with applicable local laws.

Violation of These Terms. You agree that if you violate these Terms, it will constitute, among other things, an unlawful and unfair business practice and will cause irreparable harm to Labtician, for which

monetary damages may be inadequate, and you consent to Labtician obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Labtician may have at law or in equity.

Governing Law and Forum. These Terms and any dispute or claim arising out of or related to these Terms, their subject matter, or their formation, shall be governed by, and construed in accordance with, the laws of the State of *Delaware* Missouri, without giving effect to its conflict or choice of law provisions or rules.

Waiver and Severability. You agree that Labtician's failure to exercise or enforce any right, remedy, or provision of these Terms (or which we have the benefit of under any applicable law) will not constitute a waiver of such right, remedy, or provision. If any provision of these Terms is deemed invalid, illegal, or unenforceable for any reason by any arbitrator or court of competent jurisdiction, you agree that such provision shall be eliminated or limited to the minimum extent possible, and that the remaining provisions of these Terms will remain in full force and effect.

Entire Agreement. These Terms, including our [Privacy Policy](#) and any other terms and conditions incorporated by reference herein, constitute the sole and entire agreement between you and Labtician with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Electronic Communications. The communications between you and Labtician via the Site, Portals and Services use electronic means. You consent to receive communications from us in electronic form, and you agree that all communications that we provide to you electronically—including these Terms and other terms and conditions, agreements, notices, disclosures, and/or other communications—satisfy any legal requirement that such communications be in writing.

Survival: All covenants, agreements, representations, and warranties made in these Terms shall survive your acceptance, and the termination, of these Terms.

No Endorsements: You understand and acknowledge that Labtician in no way recommends or endorses any third-party product, service, or company simply by permitting a party to access or use the Site, Portals, Services, and/or Content.

Interpretation: The headings and subheadings contained in these Terms are included for convenience only, and shall not limit or otherwise affect the rights or obligations contained herein. Any construction or interpretation to be made of these Terms shall not be construed against the drafter.

Procedure for Claims of Intellectual Property Infringement. Labtician respects all relevant copyright laws, and ask that you do the same. We may, in appropriate circumstances and at our discretion, limit, disable, and/or terminate your access to or use of the Site, Portals, Content, or Services if we determine you may be infringing the intellectual property rights of a third party.

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent with the following information in writing:

- A physical or electronic signature of the copyright owner or the person authorized to act on its behalf;

- A description of the copyrighted work claimed to have been infringed; or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- A description of the infringing material and information reasonably sufficient to permit us to locate the material;
- Your contact information, including your address, telephone number, and email;
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.

Claims can be sent to Labtician Ophthalmics, Inc., 2140 Winston Park Drive, Unit 6, Oakville, ON L6H 5V5. You acknowledge that if you fail to comply with all of the above requirements, your notice may not be valid.

Questions? If you have any questions about these Terms, the Site, Services, or any Content, please email us at info@labtician.com or write to us at Labtician Ophthalmics, Inc., at 2140 Winston Park Drive, Unit 6, Oakville, ON L6H 5V5].

Note 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 Site, you may contact Labtician Ophthalmics, Inc. at 2140 Winston Park Drive, Unit 6, Oakville, ON L6H 5V5 by telephone at 1-905-829-0055 or by email at info@labtician.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 by telephone at (800) 952-5210 or (916) 445-1254.