

## TERMS OF USE AND SERVICE AGREEMENT

PLEASE READ THE FOLLOWING SERVICE AGREEMENT AND TERMS OF USE CAREFULLY BEFORE USING Global Marketing Associates [www.look4optical.com](http://www.look4optical.com) Service.

### 1. Application and Acceptance of the Terms

- 1.1 Your use of the Sites and Global Marketing Associate's services and products (collectively the as the "**Services**" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy and any other rules and policies of the Sites that Global Marketing Associates may publish. This document and such other rules and policies of the Sites are collectively referred to below as the "**Terms**". By accessing the Sites or using the Services, you agree to accept and be bound by the Terms. **Please do not use the Services or the Sites if you do not accept all of the Terms.**
- 1.2 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Global Marketing Associates, or (b) you are not permitted to receive any Services under the laws of The United States or other countries / regions including the country / region in which you are resident or from which you use the Services.
- 1.3 You acknowledge and agree that Global Marketing Associates may amend any Terms at any time by making known the relevant amended and restated Terms. By continuing to use the Services or the Sites, you agree that the amended Terms will apply to you.
- 1.4 If Global Marketing Associates has posted or provided a translation of the English language version of the Terms, you agree that the translation is provided for convenience only and that the English language version will govern your uses of the Services or the Sites.
- 1.5 The Terms may not otherwise be modified except in writing by an authorized officer of Global Marketing Associates.

### 2. Provision of Services

- 2.1 You must register as a member on the Sites in order to access and use some Services. Further, Global Marketing Associates reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users or subject to other conditions that Global Marketing Associates may impose in our discretion.
- 2.2 Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users. Global Marketing Associates may in our sole discretion limit, deny or create different level of access to and use of any Services (or any features within the Services) with respect to different Users.
- 2.3 Some Services may be provided by Global Marketing Associates' affiliates on behalf of Global Marketing Associates.

### 3. Users Generally

- 3.1 As a condition of your access to and use of the Sites or Services, you agree that you will comply with all applicable laws and regulations when using the Sites or Services.
- 3.2 You agree to use the Sites or Services solely for your own private and internal purposes. You agree that (a) you will not copy,

reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Sites (the "**Site Content**"), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with Global Marketing Associates, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Global Marketing Associates is prohibited. Use of any content or materials on the Sites for any purpose not expressly permitted in the Terms is prohibited.

- 3.3 Global Marketing Associates may allow Users to access content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Sites. You acknowledge that Global Marketing Associates has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on such web sites.
- 3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of Global Marketing Associates and/or any other User nor to gain unauthorized access to such computer systems or networks.
- 3.7 By posting or displaying any information, content or material ("**User Content**") on the Sites or providing any User Content to Global Marketing Associates or our representative(s), you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to Global Marketing Associates to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to the operation of the Sites, the provision of any Services and/or the business of the User. You confirm and warrant to Global Marketing Associates that you have all the rights, power and authority necessary to grant the above license.

#### **4. Member Accounts**

- 4.1 Upon registration on the Sites, Global Marketing Associates shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.
- 4.2 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all activities that occur under your account. No Member may share, assign, or permit the use of your Member account, ID or password by another person outside of the Member's own business entity. Member agrees to notify Global Marketing Associates immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.
- 4.3 Member agrees that all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.
- 4.4 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "**multiple use**"), may cause irreparable harm to Global Marketing Associates or other Users of the Sites. Member shall indemnify Global Marketing Associates, our affiliates, directors, employees, agents and

representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, Global Marketing Associates shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to Member.

## 5. Member's Responsibilities

- 5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) you use the Sites and Services for business purposes only; and (c) the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.
- 5.2 Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Sites or your use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Sites or Service is true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.
- 5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our Buyer Database and authorize Global Marketing Associates and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.
- 5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("**Third Party Rights**"); and (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights.
- 5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:
- a) be true, accurate, complete and lawful;
  - b) not be false, misleading or deceptive;
  - c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
  - d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - e) not violate the Product Listing Policy, other Terms or any applicable Additional Agreements;
  - f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, or false advertising) or promote any activities which may violate any applicable laws and regulations; and
  - g) not contain any link directly or indirectly to any other web Sites which includes any content that may violate the Terms.
- 5.6 Each Member further represents, warrants and agrees that you shall:
- a) carry on your activities on the Sites in compliance with any applicable laws and regulations;

- b) conduct your business transactions with other users of the Sites in good faith;
- c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
- d) not use the Services or Sites to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
- e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- f) not engage in spamming or phishing;
- g) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;
- h) not involve attempts to copy, reproduce, exploit or expropriate Global Marketing Associates's various proprietary directories, databases and listings;
- i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- j) not involve any scheme to undermine the integrity of the data, systems or networks used by Global Marketing Associates and/or any user of the Sites or gain unauthorized access to such data, systems or networks; and
- k) not engage in any activities that would otherwise create any liability for Global Marketing Associates or our affiliates.

5.7 Member may not use the Services and member account to engage in activities which are identical or similar to Global Marketing Associates's e-commerce marketplace business.

5.8 If Member provides a business referee, Member represents, warrants and agrees that you have obtained all necessary consents, approvals and waivers from your business partners and associates to (a) act as your business referee; (b) post and publish their contact details and information, reference letters and comments on their behalf; and (c) that third parties may contact such business referees to support claims or statements made about you. You further warrant and agree that all reference letters and comments are true and accurate and third parties may contact the business referees without the need to obtain your consent.

5.9 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Global Marketing Associates's provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, Global Marketing Associates shall not be obliged to extend the relevant service period nor shall be liable for any loss or damages arising from such delay, suspension or termination.

5.10 Member acknowledges and agrees that Global Marketing Associates shall not be required to actively monitor nor exercise any editorial control whatsoever over the content of any message or material or information created, obtained or accessible through the Services or Sites. Global Marketing Associates does not endorse, verify or otherwise certify the contents of any comments or other material or information made by any Member. Each Member is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information

## **6. Breaches by Members**

6.1 Global Marketing Associates reserves the right in our sole discretion to remove, modify or reject any User Content that you submit to, post or display on the Sites which we reasonably believe is unlawful, violates the Terms, could subject Global Marketing Associates or our affiliates to liability, or is otherwise found inappropriate in Global Marketing Associates's opinion.

- 6.2 If any Member breaches any Terms or if Global Marketing Associates has reasonable grounds to believe that any Member is in breach of any the Terms, Global Marketing Associates shall have the right to suspend or terminate the Member's account or subscription of any Service without any liability to the Member.
- 6.3 Global Marketing Associates reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, Global Marketing Associates may disclose the Member's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action. Global Marketing Associates shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against Global Marketing Associates for such disclosure.
- 6.4 Global Marketing Associates may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Sites without being liable to the Member if Global Marketing Associates has received notice that the Member is in breach of any agreement or undertaking with any affiliate of Global Marketing Associates.

## **7. Limitation of Liability**

- 7.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, GLOBAL MARKETING ASSOCIATES MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITES.
- 8.4 The Sites may make available to User services or products provided by independent third parties. In no event shall Global Marketing Associates and our affiliates be held liable for any such services or products.
- 8.5 Each User hereby agrees to indemnify and save Global Marketing Associates, our affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's use of the Sites or Services (including but not limited to the display of such User's information on the Sites) or from your breach of any of the terms and conditions of the Terms. Each User hereby further agrees to indemnify and save Global Marketing Associates, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to Global Marketing Associates.
- 8.6 Each User hereby further agrees to indemnify and save Global Marketing Associates, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Sites.
- 8.7 Global Marketing Associates shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following.
- a) the use or the inability to use the Sites or Services;
  - b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Sites;
  - c) violation of Third Party Rights or claims or demands that User's manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be

asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;

## **9. Force Majeure**

9.1 Under no circumstances shall Global Marketing Associates be held liable for any delay or failure or disruption of the content or services delivered through the Sites resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

## **10. Intellectual Property Rights**

- 10.1 Global Marketing Associates is the sole owner or lawful licensee of all the rights and interests in the Sites and the Site Content. The Sites and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Sites and Site Content shall remain with Global Marketing Associates, our affiliates or licensors of the Site Content, as the case may be. All rights not otherwise claimed under the Terms or by Global Marketing Associates are hereby reserved.
- 10.2 "GLOBAL MARKETING ASSOCIATES", "www.look4optical.com" and related icons and logos are registered trademarks or trademarks or service marks of Global Marketing Associates and related icons and logos are registered trademarks or trademarks or service marks of Global Marketing Associates Limited, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.
- 10.3 Global Marketing Associates may have independent third parties involved in the provision of the Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

## **11. Notices**

- 11.1 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Global Marketing Associates, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when.
- a) Global Marketing Associates is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or
  - b) immediately upon Global Marketing Associates posting such notice on an area of the Sites that is publicly accessible without charge.

11.3 You agree that all agreements, notices, demands, disclosures and other communications that Global Marketing Associates sends to you electronically satisfy the legal requirement that such communication should be in writing.

## **12. General Provisions**

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and Global Marketing Associates with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 Global Marketing Associates and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

12.4 Global Marketing Associates shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Global Marketing Associates). You may not assign, in whole or part, the Terms to any person or entity.

## **13. Laws & Regulations**

13.1 This Agreement shall be interpreted under and in accordance with laws of the Commonwealth of Pennsylvania, USA