

VISION PATH, INC.
ONLINE TERMS OF SUPPLY

1. Introduction

- 1.1 This website and service is operated by or on behalf of Vision Path, Inc. (“we,” “us,” “our,” or “Vision Path”). You may know us better by our brands, Hubble®, Frames by Hubble®, ContactsCart®, and/or ContactsPortal. We are incorporated under the laws of the State of Delaware, USA. We really hate to put you through this, but these Online Terms of Supply contain all sorts of important information you should have when visiting our websites, including hubblecontacts.com and contactscart.com (together, the “Site”) and buying our Products.
- 1.2 Your purchase of our products, including Hubble contact lenses or Frames by Hubble glasses, on the Site (collectively, “Products”) is subject to these terms and by placing an order for any Product you agree to be bound by them. You should print a copy of these terms for future reference. Use of the Site itself is subject to our Website Terms of Use. Use of your personal information submitted to or via the Site is governed by our Privacy and Cookies Policy.
- 1.3 We reserve the right to change these terms from time to time by changing them on the Site. These terms were last updated on July 20, 2021.
- 1.4 If you believe that the laws in your local jurisdiction are inconsistent with these Terms of Supply or require the application of different terms, please contact us at help@hubblecontacts.com.

2. Ordering and availability

- 2.1 The service is designed to sell the Products to you. Some of our Products, such as Hubble® contact lenses, we offer via subscriptions (referred to as “Subscription Plans”).
- 2.2 The legal manufacturers of Hubble® contact lenses are (a) St. Shine Optical Co., LTD., 4,5F., No. 276-2, Sec.1, Ta Tung Rd., Hsi Chih Dist., New Tapei City 221, Taiwan, and its EC representative is Emergo Europe, Prinsessegracht 20, 2514 AP The Hague, The Netherlands; and (b) Yung Sheng Optical Co., Ltd., No. 8, Keya 2nd Road, Daya District, Taichung City 42881, Taiwan and its EC Representative is Wellkang Tech Consulting, Suite B, 29 Harley Street, London W1G 9QR, England, United Kingdom.
- 2.3 By placing an order for any Product via the Site, you represent and warrant that:
 - (a) you are at least 18 years of age and have the capacity to bind yourself legally to these terms;
 - (b) the Products you are ordering will only be used by you and you are not making a purchase on behalf of anyone else;
 - (c) you have a valid prescription/specification for the Products that you are ordering, that prescription/specification is less than three years old, and that you are not ordering Products after the expiry date of the specification;
 - (d) the information you provide matches exactly the prescription issued to you by your qualified eye care professional;
 - (e) you are not registered as sight-impaired, blind, partially-sighted or know of any reason why the Products you are ordering are not appropriate for you;
 - (f) you will follow the instructions of use and care provided with the Products you are ordering; and
 - (g) if you are ordering contact lenses, you are not ordering a quantity of contact lenses that will exceed the expiry date of your contact lens specification.
- 2.4 You acknowledge that it is your responsibility to ensure that the Products are fit for use by you, i.e., you have ordered the correct brand with appropriate powers. You agree that you will attend aftercare appointments with as directed by your eye care professional or optician, and you will have your eyes

and their powers checked on a regular basis in order to ensure that you only wear contact lenses that are appropriate for you. You further agree that you will follow the instructions for use and care provided with the Products in order to ensure proper handling and wearing of the contact lenses. If you do not understand those instructions, please contact an eye care professional or an optician, or you can contact us as set forth below. Immediately consult an eye care professional or an optician if you experience irritation of the eyes or discomfort.

- 2.5 You further agree that you will renew your prescription in strict accordance with your eye care professional's instructions and provide us with any updated specification. Prior to fulfilling your order, we may require you to submit a copy of your original specification to allow us to verify the information in your order and specification (and any other necessary information). By submitting your order, you consent to Vision Path contacting your eye care professional. If, for any reason, the details on your contact lens specification cannot be verified by your eye care professional, we will have no obligation to supply the Products you have ordered and will be entitled to cancel your order and (if we have charged you for the Products) refund your money within 14 days.
- 2.6 Your personal data will be processed in accordance with our Privacy and Cookies Policy.
- 2.7 Products may be ordered by inputting the designated information, including your specified powers, and then following the prompts that will appear on-screen. You may check and correct any input any errors up until the point at which you submit your order to us by clicking the "Place My Order" button on the checkout page. When you click this button, please be aware that you may be placing a recurring order for the Products, which will be billed and delivered at the frequency selected by you through your account on the Site.
- 2.8 Your order constitutes an offer to us to buy the Product(s) ordered. All orders are subject to acceptance by us. We are not obliged to accept your order and may, at our discretion, decline to accept any order. This section preempts any conflicting local laws that may apply in your jurisdiction, including the rule of interpretation according to Section 150 Paragraph 2 German Civil Code (Bürgerliches Gesetzbuch, "BGB"). You do, however, acknowledge that by completing your purchase, you enter into an obligation to pay for the Product(s). Where we accept your initial order, we will confirm such acceptance by sending you a confirmation that your initial order has been dispatched ("Order Confirmation"). The contract between you and us in relation to the Product(s) in your initial order (our "Contract"), will only be formed when we send you the Order Confirmation. If you have signed up for a Subscription Plan, our Contract shall also govern all subsequent orders provided under that Subscription Plan.
- 2.9 You agree that Vision Path may, in its sole discretion, suspend or terminate your account (or any part thereof), cancel any of your orders, terminate your Contract, or exercise any other legal or equitable remedy for any reason, including, without limitation, if Vision Path believes that you have violated or acted in a manner that is inconsistent with the letter or spirit of these Terms of Supply. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your Contract may be referred to appropriate law enforcement authorities. Vision Path may also in its sole discretion and at any time discontinue its provision of the Products, with or without notice. You agree that any termination of your Contract or your access to the Products under any provision of these Terms of Supply may be affected without prior notice. You further agree that Vision Path will not be liable to you or any third party as a result of Vision Path's exercise of its rights under this Section 2.9.
- 2.10 Additionally, it is your responsibility to ensure you are using and providing a valid email address. If the email address you provide is incorrect, we may not be able to provide you with an Order Confirmation and our provision of the Products you order may be disrupted.
- 2.11 The reselling of Products purchased on the Site is strictly prohibited.

3. Delivery

- 3.1 The Products will be delivered to you at the frequency set out in the Order Confirmation unless there are exceptional circumstances or you change this frequency through your account on the Site.

3.2 Your orders will be delivered to the delivery address you specify when placing your initial order, unless you provide an updated delivery address through your account on the Site.

3.3 If your delivery address is geographically remote, for example certain outlying islands or other isolated locations, it is possible that we may not be able to deliver there. If that is the case, we will notify you before we accept your order. Orders cannot be delivered to PO Box or similar addresses.

4. Price and payment

4.1 The price of the Product(s) is as quoted on the Site from time to time. In order to buy certain Products, you need to sign up to a monthly Subscription Plan. If you sign up for a Subscription Plan, you will be billed on a regular basis unless you set a different frequency for deliveries of the Products through your account on the Site, in which case you will be billed at that frequency.

4.2 Prices include VAT and delivery costs. Prices are liable to change at any time. We will notify you in advance of any change (and, in case that change increases the price of the Products, we will notify you at least 30 days in advance).

4.3 If you choose to order Products, you will be required to select a payment method (e.g., credit card, debit card, Paypal) and provide us with information regarding your payment method. You represent and warrant to Company that such information is true and that you are authorized to use the payment method concerned. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Company the amount that is specified in the Order Confirmation in accordance with these Terms of Supply, and you hereby authorize Vision Path to bill your payment method for the corresponding amount.

4.4 If you have ordered a Product that is sold via a Subscription Plan, you hereby authorize Company to bill your payment method in advance on a periodic basis, in accordance with the Subscription Plan you select, until you terminate the relevant Subscription Plan, and you further agree to pay any charges so incurred, including but not limited to, any charges due at the time of termination for product ordered and shipped but not returned prior to termination. You can terminate a Subscription Plan at any time.

4.5 Payment for all orders must be made through the portal provided on the checkout page. We accept a variety of payment methods as described on the website.

4.6 We will charge your payment method once we send the Order Confirmation, before we dispatch your order.

4.7 You should be aware that online payment transactions are subject to validation checks by your card issuer and we are not responsible if your card issuer declines to authorise payment for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

5. Risk and ownership

5.1 The Product(s) ordered will be at your risk from the time of delivery. Ownership of the Product(s) ordered, including the risk of deterioration or destruction, will also pass to you on delivery, provided full payment of all sums due in respect of the Product(s), including any delivery charges, has been received.

5.2 You should check the Products for damage on delivery. If the Products if are damaged, please return them to us as set out in the section below entitled "Faulty Products".

6. Consumer cancellation rights

6.1 You may cancel an order at any time before your order is delivered and up to 14 days afterwards, beginning on the day after your order is delivered to you. This period is known as the "cooling-off" period. For Products sold via a Subscription Plan, each periodic shipment constitutes a separate order.

6.2 If you cancel, you will receive a full refund of the price paid for the Product(s) in the order in accordance with our refunds policy (see below). If you are on a Subscription Plan, please note that Vision Path's refund policy only applies to Products that you have not yet received or that you received

during the cooling off period.

6.3 To cancel an order, you must clearly inform us, preferably:

(a) by telephone at the number provided below, giving us your name, address and order reference; or

(b) by completing and submitting our cancellation form available immediately following these Terms of Supply.

6.4 You must also return the Product(s) to us within 14 days after the day of notifying us of the cancellation, in the same condition in which you receive them with the outer mailing box unopened (which does not interfere with your right to take any reasonable steps to examine the Product(s) and make sure they conform to your order). You have a legal obligation to take reasonable care of the Product(s) while in your possession. If you fail to comply with this obligation, we may have a right to deduct the cost of any deterioration (due, for example, to your having used the Product(s)), up to the price of the Product(s), from the refund to which you are otherwise entitled. We will refund the price paid in full (subject to any such deductions), including the cost of standard delivery.

6.5 To return the Product(s), you should simply contact us at help@hubblecontacts.com to request your postage pre-paid return mailing label, affix that label to the unopened outer mailing box, and return it to us by mail to the following address which is on the label we will provide to you:

Active Ants
B/O Hubble Contacts
I.B.R.S./C.C.R.I. Number 10150
Borchwerf 5
4704 RG, Roosendaal
The Netherlands

6.6 Details of the consumer rights described above, and an explanation of how to exercise them, are provided in the Order Confirmation. Nothing in this section affects your statutory rights.

7. Our refunds policy

7.1 If you cancel an order within the 14-day cooling-off period (see above), we will process any refund due to you as soon as possible and, in any case, within 14 days after the day on which we receive the Product(s) back in an unopened mailing box or, if earlier, the day on which we receive evidence that you have returned the Product(s) to our returns address (see above). We will refund the price paid in full (subject to any deduction we are entitled to make due to your use of or damage to the Product(s)), including the cost of standard delivery. We will provide you with a postage pre-paid mailing label for purposes of returning the unopened outer mailing box; accordingly, we will not refund your cost of returning the Product(s) should you choose not to use that pre-paid label. Except as set forth in Section 8 (Faulty products) below, we do not offer refunds outside the 14-day cooling-off period.

7.2 Refunds are made using the same method originally used by you to pay for your purchase, unless agreed otherwise.

7.3 Except for damaged or faulty products, the cancellation and refund policies set forth in Section 6 and Section 7, respectively, are Vision Path's only cancellation and refund policies. Vision Path does not accept returns or offer refunds for except for orders cancelled within the 14-day cooling-off period described above.

8. Faulty products

8.1 If any Product you order is damaged or faulty when delivered to you or has become faulty after delivery, you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. If you believe a Product was delivered damaged or faulty or has become faulty after delivery, you should inform us as soon as possible, giving your name, address and order reference.

8.2 In the unlikely event that any of the Products you receive are damaged, faulty, in open blister packs, are not what you ordered, or are otherwise defective, you may return those Products at any time for a full refund. Please just email or call us using the details in Section 9 below to speak with us about the problem so that we can resolve it with you as efficiently and painlessly as possible and set things right.

8.3 Bottom line: if you are unhappy with the service or your Products please reach out to us and give us a chance to make you HAPPY, HAPPY, HAPPY!

8.4 Nothing in this section affects your legal rights.

9. Contact details and other country-specific information

9.1 Please submit any questions you have about these terms or an order you have placed or ordering in general, or any complaint or concern in relation to any Product ordered by email to help@hubblecontacts.com, or write to us at: Vision Path, Inc., PO Box 20589, New York, NY 10023, United States of America. You may also contact us by telephone between the hours of 9 am to 5 pm GMT, Monday to Friday, excluding any national holidays, at the following phone numbers:

France: +33 9 80 80 51 74

Germany: +49 800 5051609

The Netherlands: +34 959 87 32 47

Spain: +34 959 87 32 47

United Kingdom: +44 20 3053 9825

Rest of Europe: +42 091 090 2773

9.2 Our VAT registration numbers are as follows:

France: FR58842498818

Germany: DE317474678

The Netherlands: NL825592562B01

Spain: ESN4009287F

United Kingdom: GB289 2130 87

9.3 French customers may submit disputes to an Ombudsman in accordance with the French Consumer Code. We adhere to the ethical code of the FEVAD (Fédération du e-commerce et de la vente à distance). The contact details of the FEVAD are: 60 rue de la Boétie, 75008 Paris, email: mediateurducommerce@fevad.com.

9.4 If you believe that the laws in your local jurisdiction are inconsistent with these Terms of Supply or require the application of different terms, please contact us at help@hubblecontacts.com.

10. Our liability

10.1 Nothing in these terms shall limit or exclude our liability to you for:

(a) death or personal injury caused by our gross negligence or willful misconduct;

(b) fraudulent misrepresentation or concealment of product defects; or

(c) any other liability that, by law, may not be limited or excluded, including any such terms implied by the U.K. Consumer Rights Act 2015, Part I of the U.K. Consumer Protection Act 1987, the German Product Liability Act (Produkthaftungsgesetz), or the French civil code regarding liability for defective products.

10.2 Subject to this, in no event shall we be liable to you for any business losses and any liability we may have for losses you suffer arising from any Contract shall not exceed the purchase price of the relevant Product(s) and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

10.3 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our

obligations under any Contract that is caused by events outside our reasonable control.

10.4 We will not be liable for harm or damage caused by through your willful acts or omissions, your negligence or improper use of the Products.

IF YOU HAVE DIFFICULTIES UNDERSTANDING THIS SECTION, PLEASE CONTACT US.

11. General

11.1 You may not transfer or assign any or all of your rights or obligations under any Contract.

11.2 All notices given by you to us must be given in writing to the address set out at the end of these terms. We may give notice to you at either the email or postal address you provide to us when placing an order.

11.3 If we fail to enforce any of our rights, that does not result in a waiver of that right.

11.4 If any provision of these terms is found to be unenforceable, all other provisions shall remain unaffected.

11.5 These terms may not be varied except with our express written consent.

11.6 These terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Contract. We are required by law to advise you that Contracts may be concluded in the English language only and that no public filing requirements apply.

11.7 These terms shall be governed by the laws of the United States, except that there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of U.S. law.

11.8 You agree that any dispute between you and us regarding these terms or any Contract will only be dealt with by the U.S. federal courts located in New York, NY, USA.

11.9 The European Online Dispute Resolution platform (<http://ec.europa.eu/consumers/odr/>) provides information about alternative dispute resolution which may be of interest.

Model Cancellation Form

To Vision Path Inc.
PO Box 20589
New York, NY 10023
United States of America
Facsimile Number: +44 808 169 4520
Email address: help@hubblecontacts.com

I/We* hereby give notice that I/we* cancel my/our* contract of sale of the following goods:

.....
.....
.....

Ordered on* / received on*:

Names of consumer(s):

Address of consumer(s):

.....
.....

Signature of consumer(s) (only if this form is notified on paper):

Date:

**Delete as appropriate*