

Please read the following carefully. This page (together with our [privacy notice \(www.eyesystem.us\)](http://www.eyesystem.us) tells you information about us and the legal terms and conditions (“Terms”) on which we sell any of the products (“Products”) listed on [www.eyesystem.us](http://www.eyesystem.us) or such other website which may replace it from time to time (our “website”) to you.

### **1. Introduction**

Welcome to the website and application provided by **Novumedical Inc.** These Terms of Use govern your access to and use of all **Novumedical Inc** Sites among other things. You represent and warrant that you have the legal capacity to agree to these Terms. If you are under the age of eighteen, or any higher minimum age in your jurisdiction, you represent and warrant that you have obtained parental or guardian consent to agree to be bound by these Terms.

If you violate or do not agree to these Terms of Use, then your access to and use of the **Novumedical Inc** Sites is unauthorized.

We are [WWW.EYESYSTEM.US](http://WWW.EYESYSTEM.US)

We are **Novumedical Inc** (“**Novumedical Inc**”, “we”, “us” or “our”) and we are registered in USA. Our registered office is located at: 4660, La Jolla Village, Dr Ste 100, San Diego CA 92122

You can order Products in the following ways:  
online via the website

### **2. Placing an Order**

When you place an order for a Product by using the site you are offering to buy it for the price shown on the website, subject to these Terms.

Our online order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

When you place your order online we will take payment as per clause 3. We will check Product availability and contact you by email to confirm that your order has been accepted. This email is our acceptance of your order and will specify delivery details and confirm the price of the Products purchased.

If the Product is not available, we will decline your order and send to you an email explaining this and any payment made for the Products will be refunded in full.

Please be aware that once the following takes place:

you have successfully placed an order;

we have accepted it;

it has been received by our warehouse.

we are unable to amend the order or details provided.

You should print a copy of these Terms or save them to your computer for future reference.

**Novumedical Inc** may cancel any contract between you and us and not supply Products if it is reasonable to do so and may change or discontinue the availability of Products at any time at its sole discretion. If we cancel your order, any payment made for the Products will be refunded in full.

Each order that we accept will be a separate contract between you and us and each contract will be subject to these Terms.

We may accept, decline, or place limits on your order for any reason. These Terms apply to all orders placed by you through our store on the Websites. By placing any order through the [www.eyesystem.us](http://www.eyesystem.us), you are agreeing to be bound by these Terms.

### 3. Payment

You represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. By providing payment card information to us, you authorize us to store and use the card as a payment method for purchases made through [www.eyesystem.us](http://www.eyesystem.us)

All billing information you provide to us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use and may result in cancellation of your order. Prior to accepting an order we may also request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will attempt to contact you if all or any portion of your order is canceled or if additional information is required to accept your order.

**Novumedical Inc** may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

By confirming your purchase at the end of the checkout process, you agree to accept and pay for the Products, as well as all shipping and handling charges and applicable taxes.

**Novumedical Inc** reserves the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per order for any reason. We will attempt to notify you should such limits be applied.

In addition to any other remedies available to it, **Novumedical Inc** may in its sole discretion restrict or terminate your account, or cancel or refuse orders for violations of, or abuse of the **Novumedical Inc** returns policy.

### 4. Products

4.1. All Products are available while stocks last. If we are unable to supply a Product to you following our acceptance of your, we will notify you as soon as we can. If we cannot supply a Product you will not be charged for it and we will refund or re-credit your account with the amount of your up front payment.

The images of the Products on the website are for illustrative purposes only. Although we have made every effort to display the images accurately, we cannot guarantee that your computer's or device's display accurately reflect the Products. Your Products may vary from those images.

Certain Products advertised on the website can only be purchased if you satisfy the legal age requirement for that Product. We are not allowed by law to supply these Products to you if you do not satisfy these age requirements. If you are underage, please do not attempt to order these Products. We reserve the right to request proof of age and not to supply Products to users that we suspect do not meet the legal age requirements.

4.2. Always read labels, warnings, directions, and other information provided with the product before using or consuming the product. If you find a product is not as described, your sole remedy is to return it in unused condition (excluding products that are not eligible for return), in accordance with **Novumedical Inc's** return policy. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Product.

## **5. Materials Available on the Novumedical Inc**

**Novumedical Inc** and its suppliers and licensors may make available various Materials. The Materials are for educational and informational purposes only, and errors may appear from time to time. Before you act in reliance on any Materials, you should confirm any facts **Novumedical Inc** Entities make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of any Materials. If you find an error or notice something that does not look quite right on the **Novumedical Inc** Sites, we would appreciate it if you let us know by contacting us at [help@eyesystem.us](mailto:help@eyesystem.us) (Your feedback is a big part of what helps **Novumedical Inc** to get better at helping you!)

NO MATERIALS RELATED TO HEALTH, WELLNESS, PRESCRIPTIONS, OR PHARMACEUTICALS ARE INTENDED TO SUBSTITUTE FOR THE DIAGNOSIS, TREATMENT AND ADVICE OF A MEDICAL PROFESSIONAL, AND SUCH MATERIALS DO NOT COVER ALL POSSIBLE USES, PRECAUTIONS, SIDE EFFECTS, AND INTERACTIONS, AND SHOULD NOT BE CONSTRUED TO INDICATE THAT ANY DRUG IS SAFE OR EFFECTIVE FOR YOU. CONSULT THE PRODUCT INFORMATION (INCLUDING PACKAGE INSERTS) REGARDING DOSAGE, PRECAUTIONS, WARNINGS, AND INTERACTIONS, AND YOUR MEDICAL PROFESSIONAL, FOR GUIDANCE BEFORE USING ANY PRESCRIPTION OR OVER-THE-COUNTER DRUG.

THE **Novumedical Inc** ENTITIES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE MATERIALS.

## **6. Delivery**

We aim to deliver your Products by the estimated delivery date set out in the acceptance email and in any event within 30 days from the date of order or, in the case of pre-ordered Products, 30 days from the date of the despatch confirmation email.

If we are unable to meet the estimated delivery date because of an event outside our reasonable control we will email to you a revised estimated delivery date.

Delivery will be completed when we deliver the Products to the delivery address given in the order.

The Products will be your responsibility from the completion of delivery.

You own the Products once we have received payment in full, including all applicable delivery charges. You will be notified of the delivery charges when you place your order.

**Novumedical Inc** delivers to destinations inside and outside the USA. However there are restrictions on some Products for certain countries.

Delivery outside the USA may be subject to local import duties, custom duties or taxes which are your responsibility where they apply. Unfortunately we cannot advise you what these charges will be and **Novumedical Inc** is not responsible for them.

If you do not pay these local import/custom duties or taxes then the Product could be returned to **Novumedical Inc** or possibly destroyed if too expensive to return. Please note, if this happens, we may not be able to refund your purchase. You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you are in breach of any law in any such country.

## **7. Medical Disclaimer.**

The content of this site is provided as a source of information and is not intended and should not be construed as a substitute for professional medical advice. If you have or suspect you have a health problem, see your professional doctor right away. This site is not intended to replace or reverse the direction of your doctor, dietitian, or any other health care provider. For any questions regarding treatment management, please contact your doctor or dietitian directly.

## **8. Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, **Novumedical Inc** ENTITIES WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE EVEN IF AN AUTHORIZED REPRESENTATIVE OF A **Novumedical Inc** ENTITY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THIS DISCLAIMER APPLIES TO, BUT IS NOT LIMITED TO, ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION FAILURE, NETWORK OR SYSTEM OUTAGE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OF USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. SUBJECT TO THE FOREGOING, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO **Novumedical Inc** ENTITY WILL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE **Novumedical Inc** SITES DURING THE two (2) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, NO **Novumedical Inc** ENTITY WILL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY SELLER (INCLUDING ANY MARKETPLACE RETAILER), SHOPPER, OR OTHER USER OF THE **Novumedical Inc** SITES.

## **9. Disputes & Arbitration; Applicable Law**

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Using or accessing the **Novumedical Inc** Sites constitutes your acceptance of this Arbitration provision. Please read it carefully as it provides that you and **Novumedical Inc** will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the Arbitration provision.

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND **Novumedical Inc**, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT **Novumedical Inc** AND YOU ARE EACH WAIVING THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by Judicial Arbitration Mediation Services, Inc. (“JAMS”) pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the “JAMS Rules”) and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on the JAMS website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <http://www.jamsadr.com/consumer-arbitration>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator’s decision will follow the terms of these Terms of Use and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms of Use, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms of Use will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

These Terms of Use will be governed by and construed under the laws of the United States (including federal arbitration law) and the State of California, without regard to conflicts of law principles.

## **COPYRIGHT AND TRADEMARKS**

We do not give you any right or interest in any copyright or intellectual property rights in any Product.

The copyright and other intellectual property rights in the website and any information, images or software accessed via the website are owned by or licensed to **Novumedical Inc** and, unless otherwise specified, may not be used, copied or altered without our express consent.

Copyright extends to the design, look and feel of the website, all photographs on it and our marketing materials.

**Novumedical Inc** is our registered trade mark and our logos and domain names are trade names or trade marks and may not be used by anyone else without our express permission.

We do not give any warranty or representation in respect of the trade marks or trade names of any of the Products or brands featured on the website.

## TERMS OF RETURNS AND WARRANTY

### Terms of Returns

If you are not completely satisfied with your purchase, we offer free returns within 15 days of delivery for a full refund or replacement.

To be eligible for a return, you must meet the following criteria:

- You must request a return within 15 days of the date your product is delivered to the location specified in the order.
- Your return must arrive back to us in the original packaging
- Your return must arrive in like-new condition
- Your return must include all accessories and original components
- We must receive your return within 15 days of your return request

We reserve the right to reject returns of:

- Non-functional products
- products damaged during return shipping to us (please pack your return securely)
- products missing components
- products not in the original packaging
- products not received within 15 days of a return request

Notwithstanding the foregoing, **Novumedical Inc.** shall have no obligation hereunder if products become defective in whole or in part as a result of improper use, alteration, neglect or abuse after having been delivered to you, or for damage resulting from fire, flood or acts of God. To start a return, please contact the **Novumedical Inc** Customer Success team by emailing [help@eyesystem.us](mailto:help@eyesystem.us). If you request a refund within the return period, we will provide you with a return label, free of charge. Upon receipt, we will evaluate your return to ensure it meets the return criteria. Upon accepting your return, we will refund the full cost of your item(s) to the original payment method. You will receive notification via email that your return was accepted or rejected.

If your return fails to meet the return criteria, we may, at our discretion, refuse to accept it or charge you a restocking fee of up to 15% of the original price.

If your product is a Defective Product, you may also return your product and **Novumedical Inc** will inspect the product and determine whether a warranty claim is valid under the Terms. Replacement or refunds for Defective Products apply only to the original end-user purchaser of the product in question. In order to obtain a refund or replacement of a Defective Product, the product in question must be returned to us. Contact us at [help@eyesystem.us](mailto:help@eyesystem.us) within the Warranty Period for instructions on how to return your product. All returns will be at the expense of the purchaser. EyeSystem Team will inspect the product and determine whether a warranty claim is valid under the terms hereof. All Defective Products returned to **Novumedical Inc** hereunder will become its property subject to the obligation of **Novumedical Inc** to provide a refund or replacement for the Defective Product, if applicable.

For Defective Products, you shall be responsible for returning the Defective Product. Replacement products may be new or refurbished at **Novumedical Inc** discretion.

Prices are stated in United States Dollars. We reserve the right to change the prices for any products or services in the **Novumedical Inc** at any time without notice.

We may refuse or cancel any order or limit any order quantity in our sole discretion, even after receiving your order. We may also require additional qualifying information prior to accepting or processing your order.

While it is our practice to confirm orders by e-mail, your receipt of an e-mail confirmation does not constitute our acceptance of your order or our confirmation of an offer to sell a product or service.

If you wish to make a transaction through the **Novumedical Inc** Store, you may be asked to supply certain relevant information, such as your payment and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY PAYMENT METHOD THAT YOU CHOOSE TO USE TO COMPLETE ANY SUCH TRANSACTION. By submitting such information, you grant to us the right to provide such information to third parties for purposes of facilitating transactions. Verification of information may be required prior to the acknowledgment or completion of any transaction.

The actual delivery of your order can be impacted by many events beyond our control, and you agree we are not liable for late deliveries.

We reserve the right to add or remove products and services from the **Novumedical Inc** website at any time and for any reason.

You are solely responsible for determining the compatibility of the products and services with any required equipment (e.g., ensuring that you are using a compatible mobile device). You agree that lack of compatibility does not constitute a defect giving rise to a claim under our Limited product Warranty.

To the extent the products ordered by you contain, consist of, or make available software in any form, such software is licensed to you and not sold, in accordance with our Terms.