

Brenart Eye Clinic, LLC. Payer Agreement Terms and Conditions

Thank You for using Brenart Eye Clinic, LLC. This Payer Agreement ("Agreement") contains the terms and conditions that apply when You use the payment services provided by Brenart Eye Clinic, LLC ("Brenart Eye Clinic"). Please take the time to review this Agreement and the [Brenart Eye Clinic Privacy Policy](#). By clicking on the "Agree with Terms and Conditions" button, You ("You", "Your" or "Payer") signify Your acceptance of this Agreement, the Agreement terms and conditions, and Privacy Policy. Please note that Brenart Eye Clinic reserves the right to modify the terms and conditions at any time. If, at any time, You do not wish to accept these terms and conditions of service, You may choose to not use the Brenart Eye Clinic system.

1. Registration and Use: In consideration of Your use of the Brenart Eye Clinic Services, You agree that: (i) the personal information provided to Brenart Eye Clinic is complete and accurate and in the event this information should change, You will update Your information in a timely manner to be complete, true and accurate; (ii) You are the user of the Brenart Eye Clinic account and that You will not use the Brenart Eye Clinic services for any illegal purposes; (iii) You are at least 18 years old and a resident of the United States; (iv) You will comply with all applicable federal, state, local laws, rules and regulations regarding Your use of the Brenart Eye Clinic Services and system; (v) You are fully responsible for all activity occurring under Your username and password via Your Brenart Eye Clinic account and in the event You have knowledge of unauthorized access to Your Brenart Eye Clinic account, You will immediately notify Brenart Eye Clinic at: <http://support.BrenartEye.com>; and (vi) You are fully authorized to use any bank account, payment card or PayPal account, as applicable, registered in Your Brenart Eye Clinic account. You authorize Brenart Eye Clinic, directly or through third parties, to make any inquiries it considers necessary to validate Your identity. Brenart Eye Clinic also has the right to ask to see identifying documents at any time such as Your driver license and other documentation.

2. Fees: In the event that Your bank or payment card returns Your payment for Non-Sufficient Funds (NSF) or returns Your payment, You authorize Brenart Eye Clinic to assess and process an automatic \$25.00 NSF Fee or an automatic transaction fee to the same account or card from which Your payment was initiated. In the event that the NSF fee charged by Brenart Eye Clinic is returned and/or generates additional fees assessed by Your bank, You assume all responsibility for such fees.

4. Transaction Authorizations: You hereby authorize Brenart Eye Clinic to charge Your payment card or charge for any of the transactions You submit. You agree that Your submission of a transaction constitutes Your authorization to Brenart Eye Clinic charge Your card account, based on the information You have provided. In the event You would like to request a refund for a transaction processed on the Brenart Eye Clinic system, You must contact Brenart Eye Clinic directly and adhere to the guidelines outlined in section 6 below for "Transaction Refunds."

5. When Your Funds Are Paid: Payer acknowledges and agrees that subject to banking and card association rules and regulations, upon payment to Brenart Eye Clinic by You for payment due, such payment obligation is considered paid and extinguished. Payment is deemed made by You at the time at which Brenart Eye Clinic receives the funds.

6. Transaction Refunds: You can request a refund through Brenart Eye Clinic for a payment processed through Your Brenart Eye Clinic account if the payment is still processing and not yet settled in the account. Once the funds have settled to the Brenart Eye Clinic deposit account, You must request a refund directly through the Brenart Eye Clinic.

Refund requests through Brenart Eye Clinic are fulfilled only during Brenart Eye Clinic business hours Monday through Friday 8:00 AM-5:00 PM Central Standard Time.

7. Restricted Activities: In connection with Your use of the Brenart Eye Clinic services, You will not: (i) breach these Terms and Conditions, the Privacy Policy, or any other agreement or policy that You have agreed to with Brenart Eye Clinic; (ii) violate any law, statute, ordinance, rule or regulation; (iii) infringe Brenart Eye Clinic or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy; (iv) provide false, inaccurate or misleading information; (v) send what Brenart Eye Clinic reasonably believes to be potentially fraudulent funds; (vi) refuse to cooperate in an investigation or provide confirmation of Your identity or any information You provided to Brenart Eye Clinic; (vii) control an account that is linked to another account that has engaged in any of these restricted activities; (viii) take any action that imposes an unreasonable or disproportionately large load on Brenart Eye Clinic's infrastructure; (ix) facilitate any viruses, Trojan horses, worms or other programs that may damage, interfere with, surreptitiously intercept or expropriate any system, data or information; (x) use an anonymizing proxy; (xi) use any robot, spider, other automatic device, or manual process to monitor or copy Brenart Eye Clinic's services; or use any device, software or routine to bypass the robot exclusion headers, or interfere or attempt to interfere with the Brenart Eye Clinic services; (xii) take any action that interferes or attempt to interfere with the Brenart Eye Clinic services; or (xiii) take any action that may cause Brenart Eye Clinic to lose any of the services from its Internet service providers, payment processors or other suppliers.

If Brenart Eye Clinic in its sole discretion believes that You may have engaged in any restricted activities, it may take various actions against You, including but not limited to: (i) closing, suspending or limiting Your access to Your account or the Brenart Eye Clinic services; (ii) contacting Your bank and/or payment card issuer; (iii) contacting Your merchant; and/or (iv) taking legal action against You.

8. Intellectual Property: "Brenart Eye Clinic", "BrenartEye.com" and all logos related to Brenart Eye Clinic services are either trademarks or registered trademarks of Brenart Eye Clinic or its licensors. You may not copy, imitate or use

them without Brenart Eye Clinic's prior written consent. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of Brenart Eye Clinic. You may not copy, imitate or use them without Brenart Eye Clinic's prior written consent. All right, title and interest in and to the Brenart Eye Clinic services, any related content, the technology related to the Brenart Eye Clinic services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of Brenart Eye Clinic and its licensors.

9. No Warranty: BRENART EYE CLINIC AND/OR ITS AFFILIATES AND JOINT VENTURES, AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUPPLIERS (COLLECTIVELY, "BRENART EYE CLINIC PARTIES") PROVIDE THE SERVICES "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS, VERBAL, IMPLIED OR STATUTORY. THE BRENART EYE CLINIC PARTIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO BRENART EYE CLINIC PARTY REPRESENTS, WARRANTS OR GUARANTEES CONTINUOUS, ERROR FREE, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF THE BRENART EYE CLINIC SERVICES. BRENART EYE CLINIC WILL SEEK TO MAKE REASONABLE EFFORTS TO PROCESS ELECTRONIC DEBITS AND CREDITS INVOLVING THE ACCOUNT IN A TIMELY MANNER, HOWEVER NO BRENART EYE CLINIC PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR TIMELINESS OF SUCH PROCESSING, INCLUDING BECAUSE BRENART EYE CLINIC'S SERVICES ARE LARGELY DEPENDENT UPON MANY FACTORS OUTSIDE OF ITS CONTROL, SUCH AS DELAYS IN THE U.S. BANKING SYSTEM, INTERRUPTIONS IN INTERNET AND/OR TELEPHONE SERVICES, DELAYS CAUSED BY THIRD-PARTY PAYMENT PROCESSORS, SUPPLIERS, ETC. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.

10. Limitation of Liability: IN NO EVENT SHALL THE BRENART EYE CLINIC PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, DATA, OR DAMAGES FROM LOSS OF USE OR DELAY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THESE TERMS AND CONDITIONS AND/OR THE BRENART EYE CLINIC SERVICES (HOWEVER ARISING, INCLUDING BUT NOT LIMITED TO NEGLIGENCE TORT, CONTRACT, STRICT LIABILITY OR UNDER STATUTE) EVEN IF A BRENART EYE CLINIC PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some states do not allow the exclusion or limitation of incidental or consequential damages, and so the above limitation or exclusion may not apply to You. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF THE BRENART EYE CLINIC PARTIES TO YOU OR ANY THIRD PARTIES WILL IN NO EVENT EXCEED THE LESSER OF (I) THE AMOUNT OF THE FEES PAID TO BRENART EYE CLINIC IN CONNECTION WITH THE PARTICULAR TRANSACTION GIVING RISE TO THE DAMAGES ALLEGED, OR (II) THE ACTUAL AMOUNT OF THE PAYMENT PROCESSED BY BRENART EYE CLINIC FOR THE PARTICULAR TRANSACTION GIVING RISE TO THE DAMAGES ALLEGED. The foregoing limitation of liability and exclusion of certain damages will apply regardless of the success, sufficiency or effectiveness of other remedies.

11. RELEASE: YOU, THE BRENART EYE CLINIC USER, AGREE TO RELEASE THE BRENART EYE CLINIC PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS, AND/OR THE BRENART EYE CLINIC SERVICES. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE § 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF NOT KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

12. Indemnification: You agree to defend, indemnify and hold each Brenart Eye Clinic Party harmless from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to Your breach of the [Brenart Eye Clinic Privacy Policy](#), these Terms and Conditions, including the documents incorporated herein by reference, and/or Your use of the Brenart Eye Clinic services.

13. Force Majeure: No Brenart Eye Clinic Party will in any way be liable for any failure or delay in its performance as a result of a cause beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts of terror, war, riots, fire, storms, quarantine restrictions, floods, explosions, labor strikes or interruptions, loss or interruption of suppliers services or utilities (including, but not limited to, Internet or telecommunications services), external computer "hacker" attacks, delays of common carriers or similar causes that are beyond Brenart Eye Clinic's reasonable control.

14. General: These Terms and Conditions, together with any applicable policies, terms and conditions incorporated herein, constitute the entire agreement between You and Brenart Eye Clinic relating to the subject matter hereof, and supersede any prior or contemporaneous agreement, oral or written, relating to such subject matter. If Brenart Eye Clinic fails or delays to enforce any terms or conditions, it shall not be construed as a waiver of such terms or conditions. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being invalidated, and any invalid provision will be replaced with a valid provision that most closely approximates the intent of the invalid provision. You agree that these Terms and Conditions, and/or

provision of the Services, may be assigned, delegated or transferred by Brenart Eye Clinic, in its sole discretion. You may not assign, delegate or transfer these Terms and Conditions without the express prior written consent of Brenart Eye Clinic. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. Sections 1, 2, 4, 9, 11-18, as well as any other terms which by their nature should survive, shall survive any termination or expiration of these Terms and Conditions.