

## **EYES- Terms and Conditions Agreement**

Effective: Jan/01/2023

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. THE TERMS AND CONDITIONS (“**AGREEMENT**”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND TRUTHFUL EYES LLC., A NEW JERSEY LIMITED LIABILITY COMPANY, AND ITS SUBSIDIARIES AND AFFILIATED COMPANIES, INCLUDING (COLLECTIVELY, “**EYES,**” “**WE,**” “**US,**” OR “**OUR**”).

EYES owns and operates certain mobile, tablet, and other smart device applications (collectively, the “Application”); application program interfaces; website, including related subdomains; other tools, technology, and programs (collectively, the “Platform”) and all associated services (collectively, the “Services”); in each case, that reference and incorporate this Agreement.

This Agreement constitutes a contract between you and us that governs your access and use of the Platform and Services. By accessing and/or using the Platform or our Services, or by clicking a button or checking a box marked “I Agree” (or its equivalent), you agree to all the terms and conditions of this Agreement. If you do not agree, do not access and/or use the Platform or Services. As used in this Agreement, “you” means any visitor, user, contractor, or other person who accesses our Platform or Services, whether or not such person registered for an Account (as defined below). Unless otherwise agreed by EYES in a separate written agreement with you or your authorized representative, the Platform is made available solely for your personal, non-commercial use.

**IMPORTANT: PLEASE REVIEW THE “DISPUTE RESOLUTION” SECTION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH EYES, NO MATTER WHEN ARISING OR ASSERTED, THROUGH BINDING INDIVIDUAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU AND EYES EACH WAIVE THE RIGHT TO A TRIAL BY JURY. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS MORE CIRCUMSCRIBED DISCOVERY AND APPELLATE REVIEW THAN THERE WOULD BE IN COURT. YOU ALSO WAIVE YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING AGAINST EYES, WHETHER NOW PENDING OR FILED IN THE FUTURE. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.**

### **1. Acceptance of this Agreement**

EYES provides an online marketplace platform, using web-based technology that connects consumers (“Consumers”) and independent third-party electronic media delivery contractors (“Contractors”) through the Platform. The Platform permits consumers to place orders for

electronic media, not limited to images, on-demand recorded videos, live streaming videos, of any desired location for fulfillment and delivery. Once an electronic media delivery order is made by the Consumer, the Platform notifies Contractor/s in the vicinity of the desired location that an electronic media fulfillment and delivery opportunity is available, and the Platform facilitates completion of the delivery to the Consumer. EYES is not an electronic media recording, or media delivery service.

If you install or use our Application, or access any of our websites located at <http://www.eyesincity.com/>, install or use any other software supplied by EYES, or access any information, function, or service available or enabled by EYES, or complete the EYES account registration process, you, your heirs, assigns, and successors (collectively, “you” or “your”) hereby represent and warrant that you have read, understand, and agree to be bound by this Agreement and that you are of legal age in the jurisdiction in which you reside to form a binding contract with EYES. If you are a minor in the jurisdiction in which you reside (generally under the age of 18), you must have the permission of, and be directly supervised by, your parent or legal guardian to use the Platform, and your parent or legal guardian must read and agree to this Agreement on your behalf prior to your using the Platform. Notwithstanding the foregoing, you are not authorized to use the Platform or otherwise access the Services if you are under the age of 16. If you are using the Platform on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to this Agreement and you agree to be bound by this Agreement on behalf of that entity, organization, or company.

The terms “User” and “Users” refer to all individuals and other persons who access or use the Services, including, without limitation, any organizations that register accounts or otherwise access or use the Services through their respective representatives. Except as otherwise provided in this Agreement, if you do not agree to be bound by the Agreement, you may not access or use the Services.

## **2. Modifications to the Agreement**

Subject to the “Dispute Resolution” section of this Agreement, EYES reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Platform or Services at any time, effective upon posting of an updated version of this Agreement through the Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

## **3. Additional Terms and Policies**

By using the Platform and Services, you agree to be bound by this Agreement and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with EYES’ [Privacy Policy](#), which is incorporated in this Agreement by reference. You also agree to abide by any additional EYES policies, terms, rules, or guidelines applicable to the Services or

any features of the Platform for Users that EYES may publish or link to on the Platform (the “Additional Terms”) and which are incorporated herein by reference.

#### **4. Conduct Rules and Prohibitions**

Without limiting other rules and prohibitions in this Agreement, by using the Services, you agree that:

- (a) You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes; and you will not engage in conduct that harms other Users, EYES employees, or our community;
- (b) You will only use the Services in accordance with all applicable laws, including copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights;
- (c) You will only access the Services using means explicitly authorized by EYES;
- (d) You will not use another User’s account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services;
- (e) You will not use the Services to cause nuisance, annoyance, or inconvenience.
- (f) You will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any User or Contractor;
- (g) You will not compile, directly or indirectly, any content displayed through the Services except for your personal, noncommercial use;
- (h) The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request;
- (i) You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the Services;
- (j) You will use the Platform and Services only for your own use and will not directly or indirectly resell, license, or transfer the Platform, Services or content displayed by the Services to a third party;
- (k) You will not use the Services to avoid, bypass, remove, deactivate, impair, descramble, or attempt, through any means, to circumvent any technological measure implemented by EYES to protect the Platform, or otherwise attempt to gain unauthorized access to any part of the Platform and/or any Service, other Account, computer system, and/or network connected to any EYES server;
- (n) You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures EYES may use to prevent or restrict access to the Services or use of the Services or the content therein;
- (o) You will not deep-link to or frame the Platform and/or access the Platform manually and/or with any robot, spider, web crawler, extraction software, automated process, and/or device or other means to scrape, copy, and/or monitor any portion of the Platform and/or any Materials and/or other content on the Platform;
- (p) You will not to conduct any scraping, indexing, surveying, data mining, or any other kind of systematic retrieval of data or other content from the Platform;

- (q) You will not try to harm other Users, EYES, or the Services in any way whatsoever.
- (r) You will not engage in annoying, intimidating, threatening, harassing, racist, sexist or any other behavior that EYES deems inappropriate when using the Platform or Services;
- (s) You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services;
- (u) You will not attempt to undertake any of the foregoing.

You agree to comply with the above conduct requirements and agree not assist or permit any person in engaging in any conduct that does not comply with the above terms. EYES reserves the right to suspend and/or permanently terminate your Account at our sole discretion.

## **5. Contractors Are Independent**

You understand and agree that EYES provides a technology platform connecting you with independent third-party Contractors that deliver the electronic media through the Platform. You acknowledge and agree that EYES does not itself capture or record the images or videos and has no responsibility or liability for the acts or omissions of any Contractor. The services offered by EYES pursuant to this Agreement do not include any retail services or any image or video capturing services. EYES is not in the photography or videography business. EYES provides a technology platform facilitating the transmission of orders by Consumers to Contractors for fulfillment and delivery by Contractors. EYES will not assess or guarantee the suitability, legality, or ability of any Contractor. Contractors are not actual agents, apparent agents, ostensible agents, or employees of EYES in any way. By accessing the Platform, you agree and acknowledge that Contractors are solely responsible for, and EYES shall not be liable or responsible for, the fulfillment and delivery services provided to you by any Contractors or any subcontractors of the Contractors, or any acts, omissions, errors, or misrepresentations made by any Contractor.

## **6. User Account**

You will be required to register for a User Account (the "Account") on the Platform to use the Services. Your Account will permit you to be a Consumer and place an order, a Contractor to fulfill an order, or both. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Services, and update the information to keep it accurate, current, and complete. You are the sole authorized user of any Account you create through the Platform. You are solely and fully responsible for all activities that occur under your password or Account. You agree that you shall monitor your Account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your Account. You may not authorize others to use your User status, and you may not assign or otherwise transfer your User Account to any other person or entity. Should you suspect that any unauthorized party may be using your password or Account, you will notify EYES immediately. EYES will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by EYES or a third party arising from someone else using your Account, regardless of whether you have notified us of such unauthorized use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if EYES has reasonable

grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, or if we believe that you have breached this Agreement, EYES has the right to immediately suspend or terminate your Account and refuse any and all current or future use of the Platform and/or Services (or any portion thereof) and/or terminate this Agreement with you. You agree not to create an Account or use the Services if you have been previously removed by EYES, or if you have been previously banned from use of the Services.

## **7. User Content**

**(a) User Content.** You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content (“User Content”) that you submit, post and/or otherwise transmit through the Services. User Content includes, without limitation, your username and/or other user profile information such as how long you have been an EYES user, textual, visual, or audio content and information, whether transmitted via the Platform, SMS, or MMS message, or otherwise. You further represent and warrant that any User Content that you submit, post and/or otherwise transmit through the Platform (i) does not violate any third-party right, including any copyright, trademark, patent, trade secret, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) does not contain material that is false, intentionally misleading, or defamatory; (iii) does not contain any material that is unlawful; (iv) does not violate any law or regulation; and (v) does not violate this Agreement. You hereby grant EYES a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicensable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use the User Content in connection with EYES’ business and in all forms now known or hereafter invented (“Uses”), without notification to and/or approval by you. You further grant EYES a license to use your username, first name and last initial, and/or other User profile information, including without limitation, any information, to attribute User Content to you in connection with such Uses, without notification or approval by you. You agree that this license includes the right for other Users to access and use your User Content in conjunction with participation in the Platform and as permitted through the functionality of the Services. In the interest of clarity, the license granted to EYES herein shall survive termination of the Services or your account. EYES reserves the right in its sole discretion to remove or disable access to any User Content from the Platform, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law if you post any User Content that violates this Agreement or any community or content guidelines we may publish or that we consider to be objectionable for any reason. You agree that EYES may monitor and/or delete your User Content (but does not assume the obligation) for any reason in EYES’ sole discretion. EYES may also access, read, preserve, and disclose any information as EYES reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process, or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security, or technical issues, (d) respond to User support requests, or (e) protect the rights, property or safety of EYES, its Users and the public.

**(b) Ratings and Reviews.** To the extent that you are asked to rate and post reviews of Contractors or other businesses (“Ratings” and “Reviews”), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by EYES and do not represent the views of EYES or its affiliates. EYES shall have no liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Platform, you agree that: (i) you will base any Rating or Review on first-hand experience with the Contractor or business; (ii) you will not provide a Rating or Review for any Contractor or business for which you have an ownership interest, employment relationship or other affiliation or for any of that company’s competitors; (iii) you will not submit a Rating or Review in exchange for payment, or other benefits from a Contractor or business; (iv) any Rating or Review you submit will comply with the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising; and (v) your Rating or Review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews or otherwise violates this Agreement, we may remove such User Content without notice.

## **8. Communications and Text Messages**

By creating a User Account with EYES, you electronically agree to accept and receive communications from EYES, Contractors, or third parties providing services to EYES including via email, text message, calls, and push notifications to the mobile telephone number you provided to EYES. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of EYES, and/or Contractors, including but not limited to communications concerning orders placed through your Account on the Platform. Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may change your notification preferences by accessing Settings in your Account. To opt out of receiving promotional text messages from EYES, you must reply “STOP” from the mobile device receiving the messages.

## **9. Intellectual Property Ownership**

With the exception of User Content (defined above), the Platform and everything on it, including, without limitation, text, photos, videos, graphics and software, (collectively, the "Materials") is owned by or licensed to EYES. The Platform and the Materials maybe protected by copyright, trademark, trade dress, domain name, patent, trade secret, international treaties, and/or other intellectual or proprietary rights and laws of the United States. All intellectual property, such as trademarks, service marks, logos, trade dress, and trade names are proprietary to EYES. Accordingly, you are not authorized to download, remove, transmit, alter, reproduce, modify, distribute, exploit, sell, lease, obscure, decompile, reverse engineer, or disassemble, any content or any trademark or copyright notice from the Platform, including,

without limitation, the Materials. If you do any of the aforementioned, EYES will not be responsible in any way for any damage to your computer system or loss of data that results from such download.

Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Platform for your personal and noncommercial use, solely as expressly permitted by this Agreement and subject to all the terms and conditions of this Agreement, all applicable intellectual property laws, and any Additional Terms contained on the Platform. Any other use of the Platform is strictly prohibited. Nothing contained on the Platform and/or Materials should be interpreted as granting to you any license or right to use any of the Materials (other than as provided herein) and/or third-party proprietary content on the Platform without the express written permission of EYES or the relevant third-party owner, as applicable. Any rights not expressly granted herein are reserved by EYES.

## **10. Payment Terms**

**(a) No Refunds.** Charges paid by you for completed and delivered orders are final and non-refundable. EYES has no obligation to provide refunds or credits, but may grant them, in each case in EYES' sole discretion.

**(b) Service Fees.** EYES may change the fees for our Services as we deem necessary or appropriate for our business, including but not limited to Delivery Fees, and Service Fees.

## **11. Disclaimer of Warranties**

The Platform, the Services, the Materials, and all other content on the platform are provided "as is" and "as available" and without warranties of any kind, either express or implied, unless otherwise specified in writing. To the fullest extent permissible by applicable law, EYES disclaims, with respect to the Services, the Platform, the Materials and all other content on the platform, all warranties, express or implied, statutory, or otherwise, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement. EYES does not represent or warrant that the Platform, the Services, the Materials and/or the other content on the platform will be secure, uninterrupted, and/or error-free, that defects will be corrected, and/or that the platform, the services, the materials, and/or other content on the platform are free from viruses or other harmful components. EYES does not warrant or make any representations regarding the use or the results of the use of the Platform, the Services, the Materials, and/or any other content on the Platform in terms of their correctness, accuracy, reliability, timeliness, completeness, currentness, or otherwise, including, without limitation, quality, and/or timing of a delivery ordered on the Platform.

EYES shall not be liable for delay or failure in performance resulting from causes beyond EYES' reasonable control, including, without limitation, delays, and other problems inherent in the use

of the internet and electronic communications. EYES is not responsible for any delays, delivery failures, or other damage resulting from such problems.

## **12. LIMITATION OF LIABILITY**

To the fullest extent permissible by applicable law, in no event shall EYES be liable to you for any indirect, special, incidental, punitive, exemplary, or consequential damages, or any loss or damages whatsoever (including personal injury, pain and suffering, emotional distress, loss of data, revenue, profits, reputation, use, or other economic advantage), even if EYES has been previously advised of the possibility of such damages, arising out of a warranty, contract, negligence, tort, or any other action of any type that in any manner arises out of or in connection with the Platform or the Services provided on or through the Platform. The foregoing disclaimer of punitive and exemplary damages, and the entire disclaimer of damages for personal injury or property damage, or for any injury caused by EYES' fraud or fraudulent misrepresentation, shall not apply to users who reside in the State of New Jersey.

EYES assumes no responsibility or liability in any manner arising out of or in connection with any information, content, products, services, or material available on or through the Platform, as well as any third-party website pages or additional websites linked to this Platform, for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, inaccuracy contained therein, or harm to person or property caused thereby. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

In no event shall EYES' total liability to you for all damages, losses and causes of action, whether in warranty, contract, negligence, tort or any other action of any type exceed in the aggregate (a) the amount paid by you to EYES or a Contractor in the six (6) month period immediately preceding the event giving rise to such claim, if any, or (b) \$1,000 (whichever is less). Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions liability is limited to the greatest extent provided by law.

You and EYES agree that the warranty disclaimers and limitations of liability in this agreement are material, bargained-for bases of this agreement, and that they have been taken into account in determining the consideration to be given by each party under this agreement and in the decision by each party to enter into this agreement. You and EYES agree that the warranty disclaimers and limitations of liability in this agreement are fair and reasonable. Except as may be otherwise provided for in this section, your sole and exclusive remedy for any damage arising out of your use of the site is to discontinue using the Platform and Services, which you may do at any time.

## **13. Third Party Interactions.**



**(a) Third Party Websites.** The Platform may contain links to websites that are owned, controlled, developed, sponsored and/or maintained by third parties and which may be subject to additional terms and conditions ("Third Party Websites"). If you click on a link to a Third-Party Website, EYES will not warn you that you have left the Services or Platform or that you are subject to the terms and conditions of another website or third-party service provider. EYES does not review, monitor, operate and/or control the Third-Party Websites and EYES makes no guarantees, representations, and/or warranties as to, and shall have no liability for, the content, products, or services available on or through and/or the functioning of the Third-Party Websites. By providing access to Third Party Websites, EYES is not recommending and/or otherwise endorsing the products and/or services provided by the sponsors and/or owners of those websites. Your access to and/or use of the Third-Party Websites, including, without limitation, providing information, materials and/or other content to the Third-Party Websites, is entirely at your own risk. EYES reserves the right to discontinue links to any Third-Party Websites at any time and for any reason, without notice.

**(b) App Stores.** You acknowledge and agree that the availability of the Platform and the Services is dependent on the third party from which you received the application license, e.g., the Apple iPhone or Android app stores ("**App Store**"). You acknowledge and agree that this Agreement is between you and EYES and not with the App Store. EYES, not the App Store, is solely responsible for the Platform and the Services, including the mobile application(s), the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). In order to use the Platform and the Services, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Software or the Services. You agree to comply with, and your license to use the Platform and the Services is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Platform or the Services. You acknowledge and agree that each App Store (and its affiliates) is an intended third-party beneficiary of this Agreement and has the right to enforce the terms and conditions of this Agreement.

#### **14. Indemnification**

You agree to indemnify and hold harmless EYES and its officers, directors, employees, agents and affiliates (each, an "**Indemnified Party**"), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation, attorneys' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from (a) your User Content; (b) your misuse of the Platform or Services; (c) your breach of this Agreement or any representation, warranty or covenant in this Agreement; or (d) your violation of any applicable laws, rules or regulations through or related to the use of the Platform or Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this Section, you agree to pay for the defense of the Indemnified Party, including reasonable costs and attorneys' fees incurred by the Indemnified Party. EYES reserves the right, at its own cost, to assume the exclusive defense and control of any matter

otherwise subject to indemnification by you, in which event you will fully cooperate with EYES in asserting any available defenses. This provision does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party's negligence, fraud, deception, false promise, misrepresentation or concealment, suppression, or omission of any material fact in connection with the Platform or Services. You agree that the provisions in this section will survive any termination of your account, this Agreement, or your access to the Platform and/or Services.

## **15. Governing Law**

This Agreement, and all future agreements you shall enter into with EYES, unless otherwise indicated on such other agreement, shall be governed by the law of the State of New Jersey without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with EYES or any of its affiliates or agents in the State of New Jersey or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Bergen County. If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

## **16. Termination and Violations of the Agreement**

If you violate this Agreement, EYES may respond based on a number of factors including, but not limited to, the egregiousness of your actions and whether a pattern of harmful behavior exists.

In addition, at its sole discretion, EYES may modify or discontinue the Platform or Service, or may modify, suspend, or terminate your access to the Software or the Services, for any reason or no reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Platform or the Service, EYES reserves the right to take appropriate legal action, including without limitation, pursuing civil, criminal, or injunctive redress. Even after your right to use the Platform or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

## **17. Procedure for Making Claims of Copyright Infringement.**

EYES respects the intellectual property of others, and we ask all of our users to do the same. If you believe that your copyrighted work has been copied and is accessible on the Platform or a website through which our Services may be accessed in a way that constitutes copyright infringement, please provide EYES' Copyright Agent with notification containing the following information required by the Digital Millennium Copyright Act, 17 U.S.C. §512 ("DMCA"):

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of the work that allegedly has been infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works allegedly have been infringed, then a representative list of such copyrighted works;
3. Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the allegedly infringing material, e.g., the specific web page address on the Platform;
4. Information reasonably sufficient to permit us to contact the party alleging infringement, including an email address;
5. A statement that the party alleging infringement has a good-faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner or its agent, or is not otherwise permitted under the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the party alleging infringement is authorized to act on behalf of the copyright owner of the work that allegedly has been infringed.

Please send this notification to EYES' Copyright Agent at: 3934 Valley Ridge Dr, Fairfax, VA 22033.

In accordance with the DMCA and other applicable law, EYES will terminate in appropriate circumstances, users who are deemed to be repeat infringers. EYES may also in its sole discretion limit access to the Platform, the Services and/or terminate the Accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **18. Non Circumvention**

You agree that EYES' Services involve, among other activities, introducing and facilitating transactions between Consumers and Contractors. In consideration of the foregoing, you hereby irrevocably agree and warrant you shall not, directly or indirectly, interfere with, circumvent, attempt to circumvent, avoid or bypass Services provided by EYES. You further agree that you shall not directly or indirectly communicate or submit a new, revised, or additional request for a product or service to, any Contractor previously introduced to you as a result of your use of the Platform and Services provided by EYES except through the EYES Platform unless the EYES Platform is unable to facilitate such transaction. If you are a Contractor, you agree that any request received from a Consumer to which you have been introduced by EYES shall result in your owing EYES a fee equal to the fee that would have been earned had the contact been made through the EYES Platform. If you are a Contractor, you agree that any circumvention or attempt to circumvent EYES' Platform and Services to contact any Consumer shall result in termination of your right to participate in Services provided by EYES in the future.

## **19. Dispute Resolution**

PLEASE READ THIS “DISPUTE RESOLUTION” SECTION CAREFULLY. IT LIMITS THE WAYS YOU CAN SEEK RELIEF FROM EYES AND REQUIRES YOU TO ARBITRATE DISPUTES ON AN INDIVIDUAL BASIS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS MORE CIRCUMSCRIBED DISCOVERY AND APPELLATE REVIEW THAN THERE IS IN COURT.

### **I. Informal Dispute Resolution Procedure.**

There might be instances when a Dispute (as defined below) arises between you and EYES. In those instances, EYES is committed to working with you to reach a reasonable resolution; however, we can only do this if we know about and understand each other’s concerns. Therefore, for any Dispute that arises between you and EYES, both parties acknowledge and agree that they will first make a good faith effort to resolve it informally before initiating any formal dispute resolution proceeding in arbitration or otherwise. This includes first sending a written description of the Dispute to the other party. For any Dispute you initiate, you agree to send the written description of the Dispute along with the email address associated with your account to the following email address: [eyesincity@gmail.com](mailto:eyesincity@gmail.com) . Your written description must be on an individual basis and also provide at least the following information: your name; a detailed description of the nature and basis of the Dispute, including any transaction details; and the specific relief sought and how it was calculated. Your written description must be personally signed by you. For any Dispute that EYES raises, we will send our written description of the Dispute to the email address associated with your account.

You and EYES then agree to negotiate in good faith about the Dispute. This might include an informal telephonic dispute resolution conference between you and EYES if such a conference is requested by EYES. If such an informal telephonic dispute resolution conference takes place, it shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference. If either party is represented by counsel, that party's counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference. This should lead to resolution, but if for some reason the Dispute is not resolved satisfactorily within sixty (60) days after receipt of the complete written description of the Dispute, you and EYES agree to the further dispute resolution provisions below.

To reiterate, this informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fee or other deadlines will be tolled while the parties engage in this informal dispute resolution process. A court shall have the authority to enjoin the filing or prosecution of arbitrations based on a failure to comply with this Informal Dispute Resolution

Procedure. A party may raise non-compliance with this Informal Dispute Resolution Procedure in court and/or in connection with the arbitration.

## **II. Mutual Arbitration Agreement.**

You and EYES agree that all claims, disputes, or disagreements that may arise out of the interpretation or performance of this Agreement or payments by or to EYES, or that in any way relate to your use of the Platform, the Materials, the Services, and/or other content on the Platform, your relationship with EYES, or any other dispute with EYES, (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) (each, a "Dispute") shall be submitted exclusively to binding arbitration. Dispute shall have the broadest possible meaning. This includes claims that arose, were asserted, or involve facts occurring before the existence of this or any prior Agreement as well as claims that may arise after the termination of this Agreement. This Mutual Arbitration Agreement is intended to be broadly interpreted.

Notwithstanding the foregoing, issues related to the scope, validity, and enforceability of this Arbitration Agreement are for a court to decide. Also, each party retains the right to (1) elect (at any time prior to the appointment of an arbitrator) to have any claims heard in small claims court on an individual basis for disputes and actions within the scope of such court's jurisdiction, provided the proceeding remains in small claims court and is not removed or appealed to a court of general jurisdiction, and (2) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other confidential or proprietary information or intellectual property rights.

ARBITRATION MEANS THAT AN ARBITRATOR AND NOT A JUDGE OR JURY WILL DECIDE THE DISPUTE. RIGHTS TO PREHEARING EXCHANGE OF INFORMATION AND APPEALS MAY BE LIMITED IN ARBITRATION. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND EYES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **III. Class Action and Collective Relief Waiver.**

You acknowledge and agree that, to the maximum extent allowed by law, except as set out in Section VII below, there shall be no right or authority for any dispute to be arbitrated or litigated on a class, joint, collective, or consolidated basis or in a purported representative capacity on behalf of the general public, or as a private attorney general or for public injunctive relief. Unless both you and EYES otherwise agree in writing, the arbitrator may not consolidate more than one person's claims (except as set out in section vii below) and may not otherwise preside over any form of any class, joint, collective, or representative proceeding. The arbitrator may award relief (including any declaratory or injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to resolve an individual party's claim. The arbitrator may not award relief for or against anyone who is not a party to the proceeding.

THIS CLASS ACTION AND COLLECTIVE RELIEF WAIVER IS AN ESSENTIAL PART OF THIS “DISPUTE RESOLUTION” SECTION, AND IF IT IS DEEMED INVALID OR UNENFORCEABLE WITH RESPECT TO A PARTICULAR CLAIM OR DISPUTE, NEITHER YOU NOR EYES IS ENTITLED TO ARBITRATION OF SUCH CLAIM OR DISPUTE. NOTWITHSTANDING THE FOREGOING, IF A COURT DETERMINES THAT THE CLASS ACTION AND COLLECTIVE RELIEF WAIVER IS NOT ENFORCEABLE AS TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF OR A REQUEST FOR PUBLIC INJUNCTIVE RELIEF AND ALL APPEALS FROM THAT DECISION HAVE BEEN EXHAUSTED (OR THE DECISION IS OTHERWISE FINAL), THEN THE PARTIES AGREE THAT THAT PARTICULAR CLAIM OR REQUEST FOR RELIEF MAY PROCEED IN COURT BUT SHALL BE STAYED PENDING ARBITRATION OF THE REMAINING CLAIMS AND REQUESTS FOR RELIEF.

#### **IV. Arbitration Rules.**

The arbitration will be administered by the American Arbitration Association ("AAA"). Except as modified by this “Dispute Resolution” section, the AAA will administer the arbitration in accordance with either (A) the Commercial Arbitration Rules then in effect, or (B) the Consumer Arbitration Rules then in effect if the matter involves a “consumer” agreement as defined by Consumer Arbitration Rule R-1 (together, the "Applicable AAA Rules"). The Applicable AAA Rules are available at <https://www.adr.org/Rules>. If AAA is unavailable or unwilling to administer an arbitration consistent with this “Dispute Resolution” section as written, the parties will select an alternative arbitration provider that will administer the arbitration consistent with this “Dispute Resolution” section as written. If the parties cannot agree on an alternative arbitration provider, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration provider that will administer an arbitration consistent with this “Dispute Resolution” section as written.

#### **V. Arbitration Process.**

If after sixty (60) days the Informal Dispute Resolution Procedure above is unsuccessful in resolving the parties’ dispute, a party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the Applicable AAA Rules. (The AAA provides applicable forms for Demands for Arbitration available at [https://www.adr.org/sites/default/files/Demand\\_for\\_Arbitration\\_0.pdf](https://www.adr.org/sites/default/files/Demand_for_Arbitration_0.pdf) (Commercial Arbitration Rules) and [https://www.adr.org/sites/default/files/Consumer\\_Demand\\_for\\_Arbitration\\_Form\\_1.pdf](https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_1.pdf) (Consumer Arbitration Rules). If you initiate arbitration, you shall certify that you have complied with the Informal Dispute Resolution Procedure above and personally sign your Demand for Arbitration. The arbitration will be conducted by a single arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state or county in which you reside. The parties will first attempt to agree on an arbitrator. If the parties are unable to agree upon an

arbitrator within twenty-one (21) days of receiving the AAA's list of eligible neutrals, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

#### **VI. Arbitration Location and Procedure.**

Unless you and EYES otherwise agree, the arbitration will be conducted in the county where you reside. If the amount in controversy does not exceed \$10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and EYES submit to the arbitrator, unless a party requests a hearing and the arbitrator determines that a hearing is necessary. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, the right to a hearing will be determined by the Applicable AAA Rules. Subject to the Applicable AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Unless otherwise prohibited by law or agreed by the parties, all arbitration proceedings and all related records will be confidential and closed to the public and any parties other than you and EYES, except as necessary to obtain court confirmation of the arbitration award.

#### **VII. Batch Arbitration.**

To increase the efficiency of administration and resolution of arbitrations, in the event 100 or more similar arbitration demands presented by or with the assistance or coordination of the same law firm or organization are submitted to AAA or another arbitration provider (if AAA is unavailable) against EYES, the arbitration provider shall (i) administer the arbitration demands in batches of 100 demands per batch (to the extent there are fewer than 100 arbitration demands left over after the batching described above, a final batch will consist of the remaining demands); (ii) designate a single, different arbitrator for each batch (unless the parties agree otherwise); and (iii) provide for a single filing set of fees (for example, if AAA is the arbitration provider, one filing fee, case management fee, and arbitrator compensation fee) due per side per batch. You agree to cooperate in good faith with EYES and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of claims, including the payment of single filing and administrative fees for batches of claims. This "Batch Arbitrations" provision shall in no way be interpreted as authorizing class arbitration of any kind. EYES expressly reserves its right to raise unique defenses as to each claimant in connection with this process.

#### **VIII. Arbitrator's Decision.**

The arbitrator will render an award within the time frame specified in the applicable AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Agreement. The arbitrator's award of damages and/or other relief must be consistent with section III above and also must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages or other relief for which a party may be held liable. The arbitrator's award shall be binding only between the parties to the arbitration proceeding and shall have no preclusive effect in any other arbitration or other proceeding involving a different party.

Attorneys' fees will be available to the prevailing party in the arbitration only if authorized under applicable substantive law governing the claims in the arbitration. The arbitrator shall apply the provisions of Federal Rule of Civil Procedure 68 after the arbitration award is entered. If the arbitrator finds that either the substance of a claim or the relief sought in a Demand for Arbitration was frivolous or was brought for harassment or an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the arbitrator may award attorneys' fees, costs, and expenses in favor of a party.

#### **IX. Fees.**

Your responsibility to pay any AAA filing, administrative, and/or arbitrator fees will be solely as set forth in the applicable AAA Rules (as modified by section VII above). If, however, you are able to demonstrate that the costs of arbitration will be prohibitive for you as compared to the costs of litigation, EYES will reimburse as much of the filing, administration, and/or arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive to you.

#### **X. Right to Opt-Out of Arbitration.**

If you create an EYES account for the first time on or after Jan/01/2023, you may opt out of this Mutual Arbitration Agreement. To opt out, you must notify EYES in writing no later than 30 days after first becoming subject to this Mutual Arbitration Agreement. Your notice must include your name and address, the email address you currently use to access your EYES Account, and a clear statement that you want to opt out of this Mutual Arbitration Agreement. You must send your opt-out notice to: [eyesincity@gmail.com](mailto:eyesincity@gmail.com) . If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration



Agreement has no effect on any other arbitration agreements that you may have entered into with EYES or may enter into in the future with EYES.

## **XI. Changes.**

EYES reserves the right to change this "Dispute Resolution" section by posting a revised agreement on our website. If EYES changes this "Dispute Resolution" section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you agree that your continued use of the Platform or Services after such change will be deemed acceptance of those changes. If you do not agree to such change, you may reject any such change by providing EYES written notice of such rejection by email from the email address associated with your account to: [eyesincity@gmail.com](mailto:eyesincity@gmail.com) within 30 days of the date such change became effective, as indicated in the "Effective" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and EYES in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement, as applicable).

## **19. Waiver and Severability**

Any waiver by EYES of any term of this Agreement must be in writing. Except as otherwise provided in this Agreement (see "Dispute Resolution" section III), if any portion of this Agreement is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, modified or replaced by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of this Agreement shall continue to be enforceable and valid according to the terms contained herein.

## **20. Entire Agreement**

This Agreement, together with any amendments and any additional agreements you may enter into with EYES in connection with the Platform and the Services hereunder, shall constitute the entire agreement between you and EYES concerning the Platform, any orders placed through the Platform, and the Services hereunder.

## **21. Contact Information**

EYES welcomes your questions or comments regarding the Terms:  
EYES LLC.,  
3934 Valley Ridge Drive, Fairfax, VA 22033

Help Form: [Here](#)

Telephone Number: +1(646)725-7273