

Terms and Conditions for Northeast Eyewear, LLC

Effective Date: 03/11/2025

Welcome to Northeast Eyewear. By accessing our website, making a purchase, scheduling an appointment, or using our services you agree to comply and be bound by the following Terms and Conditions. You confirm that you are at least 18 years of age, or that you have permission from a parent or legal guardian to use our services. Please read these terms carefully before using our services.

1. Acceptance of Terms

By accessing or using Northeast Eyewear's services, website, or products, you agree to be bound by these Terms and Conditions and our Privacy Policy. If you do not agree to these terms, you must not use our services.

2. Products and Services

We offer a variety of optical services, including eyewear sales (such as prescription glasses, sunglasses, and contact lenses), repairs, and other related accessories and/or services. By purchasing from us, you acknowledge and agree to the following:

- You will provide accurate and complete information regarding your prescription, and any medical or personal information necessary for us to fulfill our services.
- Our services are intended for individuals seeking eye care and vision correction solutions. We do not provide medical advice, and our services should not be considered a substitute for professional medical care.
- All products, including eyeglasses, contact lenses, and accessories, are subject to availability. If a product is out of stock, we will notify you and work to resolve the issue.

3. Appointment Scheduling

- Open appointment eyewear consultations or repairs are accepted.
- Appointments for eyewear consultations or repairs may also be scheduled via phone or in person.

4. Pricing and Payment

- Prices for products and services are listed in-store. Prices may change without notice.
- We accept cash, credit/debit cards, and checks for payment.

- All payments are due at the time of purchase, unless otherwise specified.
- Payments for products and services are processed securely via *Fullsteam* Payment. By providing payment information, you confirm that you are authorized to use the payment method provided.

5. Orders and Deliveries

- Once an order is placed, you will receive receipt with the details of your purchase.
- We aim to process and ship orders within 1-2 business days. We aim to provide the services rendered within 7-14 business days. Delivery times may vary based on your location.

6. Refund and Return Policy

- We want you to be satisfied with your purchase. However, all eyewear, contact lenses, and other related accessories sales are final.
- Prescription lenses or customized products (such as personalized glasses) may not be eligible for exchange unless they are defective or incorrectly prescribed.
- We will work with you to resolve any issues with prescriptions or product defects as per applicable law.

7. Prescription Eyewear

- We require a valid prescription for all prescription eyewear and contact lenses from a licensed optometrist or ophthalmologist. It is your responsibility to ensure that your prescription is current and accurate.
- If you do not have a current prescription, we offer eye exams through Eye Care Northeast with licensed providers.

8. Use Email and SMS Messages

- **Information We Collect:** We collect personal information from you to send you email notifications and text messages, including your name, phone number, and email address. We may also collect message interaction and consent data, including delivery status, response data, and method of opt-in. You provide your personal information to us when you contact us to make an appointment or if you are referred to our office, and our third-party service provider may collect message interaction data through their systems. *Message and data rates may apply based on your mobile carrier's terms of service.*

- How We use your information:** We use your information to send you healthcare-related text messages or email notifications, such as appointment reminders, response to patient inquiries, follow up messages, text-to-pay links, office closures, etc. Under HIPAA, we may further use your name and phone number (along with other Protected Health Information) as explained in our HIPAA Notice of Privacy Practices.
- Data Sharing and Disclosure:** We do not sell or share the personal data collected under this policy with third party affiliates for promotional or marketing purposes without your prior explicit consent. Your text messaging and email opt-in is not shared with third parties except as required by law or with our trusted service providers as needed to provide email notification and text messaging services.
- How We Collect Consent:** Your consent for us to send you email notification and text messages applies only to communications from our medical office and service partners and does not extend to third party businesses. We collect your consent to receive email and text messages in three different ways: Verbal Opt-In, Web Opt-In, and Paper Opt-In.
- Verbal Opt-In:** When you call our office to make an appointment, we may collect your consent verbally. If you say “no”, we will not enroll you to receive email and/or text messaging. An example of this statement is as follows: *‘Would you like to receive email or text message reminders? We can send you email notifications or automated text messages about your healthcare including appointment reminders, office changes, and office closures. You may opt-out at any time by replying ‘STOP’. Message and data rates may apply based on your mobile carrier’s service plan. You may unsubscribe from any email by selecting the unsubscribe link at any time.’*
- Web Opt-In:** You may opt-in via our website www.eyecarene.com by providing your personal information . You may click on the “contact us” section. In this section, you can fill out all the information requested including phone number and email address. You consent to being contacted by Northeast Eyewear through the communication methods provided. You agree to the following statement: *‘By checking this box, you agree to receive SMS messaging from Northeast Eyewear. Message frequency varies depending on the scenario. Message and data rates may apply based on your mobile carrier’s terms of service. No mobile information will be shared with third parties. Reply ‘HELP’ for customer service information. Reply ‘STOP’ to opt-out at any time. You may unsubscribe from any email by selecting the unsubscribe link at any time.’*

- **Paper Opt-In:** In our patient paperwork, we may ask you to provide written consent to receive text messaging and email communications from us. An example of this statement is as follows: *'By checking this box, you agree to receive email and/or SMS messaging from Northeast Eyewear. Message frequency varies depending on the scenario. Message and data rates may apply based on your mobile carrier's terms of service. No mobile information will be shared with third parties. Reply 'HELP' for customer service information. Reply 'STOP' to opt-out at any time. You may unsubscribe from any email by selecting the unsubscribe link at any time.'*
- **Opt-Out Email:** you may opt out of email notifications by clicking the unsubscribe link in any email we send or contacting us directly.
- **Opt-Out SMS Messages:** You may opt out of text messages at any time by replying "STOP" to any message we send. After you opt out of text messaging, you will receive one additional message confirming your request has been processed. *Message and data rates may apply based on your mobile carrier's terms of service.*
- **Security of Your Information:** We take reasonable measures to protect the information you provide from unauthorized access, disclosure, or misuse. However, no system is completely secure, and we do not guarantee the security of your data during transmission or storage.

Where we rely on your consent to process personal data (e.g., for marketing), you may withdraw consent for the use of your health-related information at any time.

9. Intellectual Property

- All content on our website, including text, images, logos, and trademarks, is the property of Northeast Eyewear and is protected by intellectual property laws. You may not use, reproduce, or distribute any of this content without our express written consent.

10. Limitation of Liability

To the fullest extent permitted by law, Northeast Eyewear is not liable for any indirect, incidental, or consequential damages, losses, or injuries that may result from the use of our products or services. This includes but is not limited to:

- Issues related to product defects or incorrect prescriptions that have not been provided by Northeast Eyewear and/or Eye Care Northeast.
- Delays or issues in shipping or delivery.
- Any damages arising from using our website or services.

11. Consumer Rights

- As a consumer, you have certain statutory rights regarding the purchase of goods and services, including the right to receive goods that are of satisfactory quality, as described, and fit for purpose. If you believe your consumer rights have been violated, you may contact us for assistance in resolving any issues.
- Nothing in these Terms and Conditions affects your statutory rights under applicable consumer protection laws.

12. Privacy

Your privacy is important to us. Please refer to our Privacy Policy for detailed information on how we collect, use, and protect your personal information.

13. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of Connecticut, without regard to its conflict of law principles.

14. Changes to Terms and Conditions

Northeast Eyewear reserves the right to modify, amend, or update these Terms and Conditions at any time without prior notice. Any changes will be posted on our website with an updated effective date. Your continued use of our services after changes are posted constitutes your acceptance of those revised changes.

15. Customer Support

If you have any questions or concerns regarding these Terms and Conditions, or any aspect of our products and services offered please contact us at:

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