

TERMS OF USE

(EFFECTIVE AS MAY 2026)

IMPORTANT - this is a legal agreement between you ("You") and GrandVision Retail Holding B.V. and its subsidiaries and affiliates (collectively, "GrandVision Retail Holding B.V. » , "We" or "Us"), as owner of <https://www.unofficial-eyewear.com/> (the "Website").

You should read carefully the following terms of use ("TOU") as they govern your use of the Website. These TOU are subject to change by GrandVision Retail Holding B.V. at any time by publishing the amended TOU to the Website. By using the Website, You accept the TOU in effect at the time of such use. Your use of this website is expressly conditioned upon your agreement to these TOU.

- 1. LICENSE GRANT.** We hereby grant to You a personal, revocable, limited, non-exclusive, and non-transferable license to use the Website solely for your personal use, which does not include activities related to any commercial, entrepreneurial or professional activity, provided that You comply with the terms and conditions of this TOU. Notwithstanding the foregoing, You may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use the Website in any manner not expressly permitted herein.
- 2. USER REPRESENTATIONS.** If you use the Website, you are confirming that you are at least 18 years old.
- 3. PROPRIETARY RIGHTS.** This TOU provides only a limited license to access and use the Website. Accordingly, You expressly acknowledge and agree that We transfer no ownership or intellectual property interest or title in and to the Website to You or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Website, unless otherwise indicated, are owned, controlled, and licensed by us. The logo(s) and icons identifying our products and services on the Website are proprietary trademarks of GrandVision Retail Holding B.V. and any use of such marks, including, without limitation, as domain names, account identifiers, or as search terms, without express written permission is strictly prohibited. Other product and company names or logos mentioned or displayed on or through the Website may be the trademarks and/or service marks of their respective owners.
- 4. RESTRICTIONS.** You agree not to modify, distribute, disclose or create works wholly or partially based on the Website. You cannot (nor allow third parties to) sub-license, rent, sell, distribute, circulate, provide, transform, de-codify, break down, disassemble, reverse engineer, create derivative works of, modify or translate the Website, or in any case reproduce, copy, use or provide the Website, or parts of it, in

any other manner except for that expressly permitted herein or permitted by mandatory law. You acknowledge and accept that the acquisition of any content or data through use of the Website is solely your responsibility and that You are solely responsible for any damage to the system or loss of data caused by using the service, even indirectly.

- 5. PRIVACY POLICY.** Please review our Privacy Policy on the Website for a summary of our personally identifiable information collection and use practices.
- 6. AVAILABILITY AND CONTINUITY OF SERVICE.** You acknowledge and accept that We reserve the right, at its own and complete discretion, to temporarily or permanently (i) suspend or eliminate the Website, and/or (ii) disable any access to the Website.
- 7. LINKS TO OTHER SITES.** The Website may facilitate access to other sites or on-line social media networks or pages for your convenience. These sites, networks, or pages have not necessarily been reviewed by GrandVision Retail Holding B.V. and are maintained by third parties over which GrandVision Retail Holding B.V. exercises no control. Accordingly, GrandVision Retail Holding B.V. expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party sites. Moreover, these links do not imply an endorsement with respect to any third party, or any Web site or the products or services provided by any third party.
- 8. WARRANTY DISCLAIMER.** GrandVision Retail Holding B.V. makes no representations or warranties about the website or any products purchased by You through the website for any purpose and expressly disclaims any and all express or implied warranties and representations including, without limitation any warranties of merchantability, warranty of fitness for a particular purpose, accuracy of data, and noninfringement, and does not guarantee that the services will function without interruption or errors and provides services (including content and information) on an “as is” and “as available” basis, and “with all faults” basis. Some laws may not permit certain disclaimers, so some or all these disclaimers may not apply to You.
- 9. INDEMNITY.** As permitted by applicable law, by using this Website, You agree to defend, indemnify and hold harmless GrandVision Retail Holding B.V. and its parent and affiliates, and their directors, employees and agents, against any loss, damage, liability, cost, expense (including legal fees) asserted by any third party and arising from: (i) your use of and access to the Website; (ii) your breach of any of these TOU; and (iii) your infringement of any third party rights, including without limitation any property, privacy or intellectual property rights. This indemnity shall survive the duration of your use of the Website.
- 10. ENFORCEMENT.** You acknowledge that any breach, threatened or actual, of this TOU will cause irreparable injury to GrandVision Retail Holding B.V., such injury would not be quantifiable in monetary damages, and GrandVision Retail Holding B.V. would not have an adequate remedy at law. You therefore agree that GrandVision Retail Holding B.V. shall be entitled, in addition to other available remedies, to seek

and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOU.

11. TERM AND TERMINATION. This TOU will terminate immediately and automatically, upon our notice, if You fail to comply with any Sections. You may also terminate this TOU at any time by ceasing all use of the Website. Your obligations contained herein will survive the termination of this TOU for any reason.

12. WAIVER & SEVERABILITY. Failure to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver of any subsequent or other default or failure of performance. If any part of this TOU is determined to be invalid or unenforceable pursuant to applicable law or court order including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this TOU shall continue in effect.

13. APPLICABLE LAW. This agreement and all rights and obligations of the parties shall be governed by Dutch law, without resort to conflict of law provisions. Any disputes (whether contractual or non-contractual) arising out or in connection to your access to, or use of, the Website and/or these Terms of Use shall be governed by and construed in accordance with Dutch law and submitted to the exclusive jurisdiction of the court of Amsterdam in the Netherlands.

14. INDEPENDENT PARTY. You are an independent party. No joint venture, partnership, employment, or agency relationship exists between You and GrandVision Retail Holding B.V. as a result of this TOU or your utilization of the Website.

15. ENTIRE AGREEMENT. This TOU, the Additional Policies and any other agreement or terms or conditions for services, information, or licenses available through the Website, which are all hereby incorporated by reference as if set forth fully herein, represent the entire agreement between You and GrandVision Retail Holding B.V. with respect to use of the Website, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and GrandVision Retail Holding B.V. with respect to the Website.

16. NO ASSIGNMENTS. You may not assign or transfer any rights under this Agreement without the prior written consent of GrandVision Retail Holding B.V.

17. HEADINGS. Headings are for convenience only.