Terms and Conditions

This is a legal contract (referred to hereinafter as the "Plan"). By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This is not a contract of insurance.

Obligor: The company obligated under the Plan in all states is Medical Eyeglass Center, Inc., whose address is 127 S. Euclid Ave, Westfield, NJ 07090, telephone 1-800-455-0828.

Instructions: You must keep the receipt for this product; it is an integral part of this Plan and you may be required to reference it to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, the sales receipt containing the term of this Plan, commencement date and product identification, constitute the entire agreement.

Definitions: Throughout this Plan the words (1) "we", "us", and "our" refer to the company obligated under this Plan, as referenced in the Obligor section above; (2) Administrator refers to (a) Medical Eyeglass Center, Inc. in all states and DC The administrator can be contacted at: 127 S. Euclid Ave., Westfield, NJ 07090; (3) "retailer" refers to the optical dispensary you purchased your glasses in; (4) "breakdown" refers to the failure of the product caused by a) defects in workmanship and/or materials, b) normal wear and tear, and c) unintentional and accidental damage from handling, such as drops or cracks that arise from your normal daily usage of the product as the manufacturer indicates. (ADH); (5) "product" refers to the consumer item which you purchased concurrently with and is covered by this Plan; (6) "you", "your", and "service contract holder" refers to the individual who purchased the product and this Plan; (7) "Co-Pay" refers to the amount of money you are required to pay the retailer and as set forth in the Co-Pay section of this Plan.

To Obtain Service: If your product experiences a covered breakdown, return it to the retailer from which you purchased your product. If you have moved or are unable to return the product to the retailer, call Medical Eyeglass Center, at 1-800-455-0828 for instructions on obtaining service for your product Monday through Friday 9 – 5 EST. Please have your Plan handy and be prepared to tell us which product needs service and the nature of the problem.

What is Covered: This Plan covers parts and labor costs to repair your product in the event that your product experiences a covered breakdown. We will repair or replace the product, at our discretion, when required due to a breakdown which is not covered under any other warranty or service contract. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly. You are responsible for delivery or the cost of delivery of your product to the authorized service center for repair, per our instructions. If the covered product cannot be repaired, if the cost of the repair exceeds the original purchase price or if parts are no longer available due to the age of the product or are discontinued by the manufacturer, we will replace your product with a product of like kind and quality that performs to the factory specifications of the original product. There may be a Co-Pay, see the Co-Pay section below for more information. At our sole discretion, we may require that you return the covered product to us as a condition of receiving a replacement product. Lens and frame coverage includes lenses with the exact same lens prescription, lens material and coatings and frame coverage will include the exact same frame style or if unavailable, a comparably priced frame style.

If EyeWear Guard Plus plan was purchased, all of the same terms and conditions of the EyeWear Guard plan will remain in place plus the plan purchaser will be entitled to a loss protection provision. Said provision allows the plan purchaser to receive, over the two-year term of the plan, 50% off the retail value of a replacement pair of the same frame and same lenses in the same exact prescription purchased by patient at time of the original plan purchase. Should the same frame no longer be available, the plan purchaser will have the option to replace with another frame of equal or lesser retail value, limited to 1 time replacement.

Terms of Coverage: The term and coverage of the Plan commences on the day your glasses are delivered to you and continues for the period indicated on your sales receipt.

Deductible: There is no deductible for this Plan however, there may be a Co-Pay. Please refer to the Co-Pay section for more details.

Co-Pay: If your product requires the following services, the retailer will collect \$25 from you: (a) service or replacement of your eyeglass frames; (b) service or replacement of your eyeglass lenses; and in the event both your frame and lenses both require service at the same time, a co-pay of \$50 will be required from you and 50% copay for the EyeWear Guard Plus.

WHAT IS NOT COVERED: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN OR FOR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ABUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S CLEAN AND CARE INSTRUCTIONS; (5) DAMAGE OR LOSS DUE TO THIRD-PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) DAMAGE OR LOSS DUE TO THE ELEMENTS OR ACTS OF GOD; (7) DAMAGE OR LOSS DUE TO WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE CONTRACT; (9) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR RETAILER'S STORE RETURN POLICY; (10) PREVENTATIVE MAINTENANCE; (11) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (12) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (13) DECORATIVE EMBELLISHMENTS AND/OR ACCESSORIES ATTACHED TO THE PRODUCT; (14) DAMAGE CAUSED BY ANIMALS AND INSECTS; (15) UNAUTHORIZED REPAIRS; (16) SERVICE THAT OCCURS OUTSIDE OF THE 50 UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA; (17) DAMAGE INCURRED DURING TRANSPORTATION; (18) PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS; (19) DAMAGE FROM TAMPERING WITH ELEMENTS DESIGNED TO SECURE LENSES AND OR ARMS, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (20) PRODUCTS THAT ARE LOST OR STOLEN; (21) EYE EXAMS OR OTHER MEDICAL EXPENSES ASSOCIATED WITH OBTAINING REPLACEMENT EYEWEAR; (22) CLEANINGS, ADJUSTMENTS, AND FITTINGS AND (23) REPAIR OR REPLACEMENT OF EYEWEAR DUE TO OUTGROWTH OF EYEWEAR, A CHANGE IN OPTICAL PRESCRIPTION OR ANY OTHER MEDICAL REASON.

Transfer: This Plan is non-transferable

Renewal: This Plan is not renewable.

Cancellation: This Plan can be cancelled by you at any time, for any reason, by surrendering or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Medical Eyeglass Center, Inc. 127 S. Euclid Ave., Westfield, NJ 07090. If the Plan is cancelled: (a) within thirty (30) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a pro rata refund, less the cost of any service received. This Plan shall be cancelled by us for fraud or material misrepresentation by you, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of this Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before.

TWO-YEAR HASSLE FREE EYEWEAR GUARD SECURITY PLAN

PLAN INCLUDES

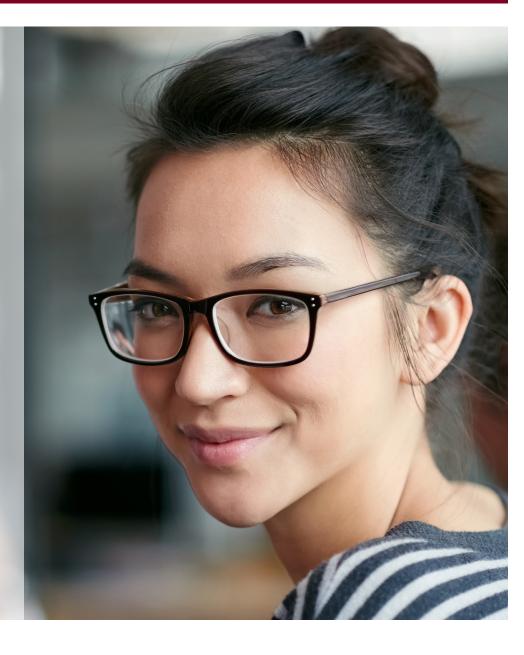
Accidental damage from handling

Protection from normal wear and tear

Lens replacement service for scratched or cracked lenses due to normal wear and tear

Frame repair or replacement service

Replacement of lost glasses with EyeWear Guard PLUS







EYEWEAR GUARD, MEDICAL EYEGLASS CENTER'S TWO-YEAR HASSLE FREE EYEWEAR SECURITY PLAN

Purchase EyeWear Guard, Medical Eyeglass Center's Two-Year EyeWear Guard Security Plan, so you can make sure your glasses are covered, whether you need a repair or replacement.

Two-Year EyeWear Guard Security Plan includes:

- Accidental damage from handling
- Protection from normal wear and tear
- Lens replacement service for scratched or cracked lenses due to normal wear and tear
- Frame repair or replacement service
- Terms of Coverage:
 - \$39.00 Two Year EyeWear Guard Security Plan
- Co-Pay Amount:
 - \$25 Frame Service
 - \$25 Lens Service

Please see the back panel for more details.

If your eyewear is not delivered to you the same day as purchase, we will always honor the day you pick up your glasses as the first day of the Two-Year EyeWear Guard Security coverage. Coverage lasts two years from the pick-up date and is not renewable.

Visit the location where you purchased your glasses for the service you need, or call 1-800-455-0828 to find another location nearest you.



EXPAND YOUR EYEWEAR SECURITY PLAN WITH LOSS COVERAGE WITH EYEWEAR GUARD PLUS!

EyeWear Guard Plus provides you with all the benefits of EyeWear Guard, PLUS coverage in case you should lose your eyewear.

Two-Year EyeWear Guard **PLUS** Security Plan includes:

- Accidental damage from handling
- Protection from normal wear and tear
- Lens replacement service for scratched or cracked lenses due to normal wear and tear
- Frame repair or replacement service
- Terms of Coverage:
 - \$69.00 Two Year EyeWear Guard Security Plan
- Co-Pay Amount:
 - \$25 Frame Service
 - \$25 Lens Service

PLUS

- Replacement, limited to one time only, of lost glasses with the same Rx lenses and the same frame
- Co-Pay Amount:
 - 50% of the original retail cost

Please see the back panel for more details.

If your eyewear is not delivered to you the same day as purchase, we will always honor the day you pick up your glasses as the first day of the Two-Year EyeWear Guard Security coverage. Coverage lasts two years from the pick-up date and is not renewable.

Visit the location where you purchased your glasses for the service you need, or call 1-800-455-0828 to find another location nearest you.

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