



Terms of Use for ZEISS Virtual Try-on @Home

We, **Carl Zeiss Vision GmbH**, Turnstrasse 27, 73430 Aalen, Germany ("we", "us", or "Virtual Try-on @Home"), operate the online platform Virtual Try-on @Home (hereinafter "Platform") at the address www.app.vcl.d.zeiss.com. Authorized users (hereinafter referred to as "Customer(s)") are given the opportunity on the platform to continue the digital frame selection with their avatar from the optician store at home using Virtual Try-on @Home and to complete the selection ("Selection") ("Finalize selection @home"). Customers can be both opticians and their customers.

§ 1 Scope of Application, General

(1) The following terms of use apply to the use of the platform. The terms of use can be viewed, downloaded, and printed out at any time on the homepage of our platform in the current version under the link "Terms of Use".

(2) The terms of use apply exclusively. Deviating, contradictory or supplementary general terms and conditions of the customers will only be accepted if and to the extent that we expressly agree to their validity. The requirement of consent applies in any case, for example, even if we have knowledge of the general terms and conditions of the customer and begin providing services to the customer without reservation.

(3) Individual agreements made in individual cases between us and the customer (including collateral agreements, supplements and amendments) shall in any case take precedence over these terms of use. For the content of such agreements is a written contract or written confirmation from **Carl Zeiss Vision GmbH** authoritative.

(4) References to the validity of legal regulations have only clarifying meaning. Even without such a clarification, the statutory provisions shall therefore apply, insofar as they are not directly amended in these terms of use or are explicitly excluded.

§ 2 Admission to the Platform, Conclusion of an Agreement on Contract Data Processing

(1) In order to use the services offered on the platform as well as the other functionalities of the platform, the user must be a customer of an optician and conclude a user agreement with **Carl Zeiss Vision GmbH** on the basis of these Terms of Use. (2) The platform is primarily aimed at customers who are not entrepreneurs (§ 14 BGB), a legal entity under public law or a special fund under public law.

(3) A mandatory prerequisite for the activation of the customer by an optician is that the optician has concluded an "Agreement on Commissioned Data Processing" (hereinafter referred to as "ADV Agreement") with **Carl Zeiss Vision GmbH**.

As soon as **Carl Zeiss Vision GmbH** has received the ADV Agreement duly signed by the optician, **Carl Zeiss Vision GmbH shall** transfer the customer master data (hereinafter referred to as Customer Master Data) it holds to the Platform in order to create the customer account on the Platform. A ZEISS ID account is also required to use the platform.

§ 3 Scope of Services

(1) In accordance with these terms of use, we maintain and operate the platform and the functionalities available on it.

(2) Customers are given the opportunity on the platform to use certain functions in accordance with the service description attached as **Annex 1** to this agreement.



Carl Zeiss Vision GmbH only makes the platform and its functionalities available to customers in accordance with these terms of use. **Carl Zeiss Vision GmbH** does not become a party to the contract of sale.

(3) We provide the platform and its functionalities without the consent of a specific availability rate. However, we will do our best to ensure access to the platform with an average annual availability of 99% in the service hours on weekdays from 09:00 to 17:00 o'clock (CET or MESZ). Availability of the platform at any time is not owed as an object of performance. In particular, necessary maintenance work, mandatory security reasons as well as events that occur outside of our control (e.g. interference with public communication networks and the Internet, power failures or similar events), can lead to malfunctions or temporary suspension of our services and the accessibility of the platform below the average annual availability, without this a contractual breach of duty on our part, insofar as we are responsible for such have not culpably caused a breach of contract.

(4) We may temporarily deny customers access to the platform at any time if this is necessary for security or integrity reasons of our servers or if the implementation of mandatory technical measures for maintenance of the contractual performance towards other customers is absolutely necessary. The restriction of platform access may be in particular for protection against attacks from the internet (e.g. in the case of so-called "Denial of Service" attacks) and is permissible in this case, even if this means that the annual average availability according to § 3 (3) is not reached.

(5) We would like to point out that we protect our systems against the unauthorized access of third parties to data stored by us to a reasonable extent with security systems available to us. However absolute protection against attacks by third parties is not possible according to the current state of the art and cannot be owed.

§ 4 Intellectual Property and Rights of Use

The platform contains content (texts, graphics, photographs, software, etc.), which are protected according to the relevant legal regulations. The content may therefore be subject to copyright, trademark rights, patents or other industrial property rights. The rights to these contents are exclusive to us and our respective licensors. The content may only be used in accordance with the contractual use of the platform. In addition, the following content, especially texts, graphics and photographs, may not be processed, downloaded, duplicated, rented lent, leased, sold, made publicly available or otherwise be distributed without our explicit consent. Downloading of 3D avatar data and 3D data from the frame catalog to any device is prohibited and legal action may be taken against you if you violate this provision.

§ 5 No Remuneration for use of the Platform, Subject to Change

(1) The use of the platform by customers and opticians is free of charge.

(2) We are entitled to change the platform or to suspend the provision of the platform in whole or in part for adjustments after a reasonable period of notice. The functionalities of the platform can be used to the same extent as they are currently made available on the platform. The functionalities of the platform can be individually changed by us at any time or can be removed completely. In each case, we will take into account the legitimate interests of customers and opticians. In particular, we reserve the right for changes to adapt the system to the state of the art, for changes to optimize the system, especially to improve user-friendliness, as well as for changes to content, such as those necessary to correct errors, for updating and completion, for implement technical optimizations, or for changes required for licensing reasons.

§ 6 Special Obligations of Customers

(1) Both the user name and the password of the customer account are to be treated confidentially. The customer is responsible for all activities and actions performed under his login. The customer will inform us immediately if his user name, password or customer account is used without authorization or if there is any other breach of security.



(2) The customer is provided with an administration tool on the platform to manage his customer account. The administration of the permissions of users on the platform set up by the customer is the sole responsibility of the customer. The customer ensures that the platform is only used by authorized users. Authorized users are the employees of the customer who are authorized to do so and the administrative contact person designated by the customer. The monitoring of the use of the platform by the customer's users is conducted solely by the customer. The customer is responsible for all actions of the users set up by him to use the platform.

(3) The customer shall ensure that its users comply with the applicable legal provisions at all times. In particular, it is prohibited to distribute illegal or immoral content, to illegally reproduce, distribute or make available copyrighted goods, and harassing, and to send or distribute harassing, defamatory or threatening contents.

(4) The customer further undertakes to ensure that its users do not at any time take any action that could compromise or damage the security of our platform. In particular, it is prohibited to penetrate our data network or to try to do so (hacking), to send unsolicited mass mail (spamming), to use devices or execute applications that lead to disturbances/changes in the physical or logical structure of our servers or networks.

§ 7 Termination of the Contract of Use

(1) The contract of use for the platform has an indefinite term. It may be terminated by the parties at any time without notice.

(2) The right of termination for good cause remains unaffected. The right to termination of the contract of use for an important reason is particularly if the customer violates these terms of use.

§ 8 Warranty and Liability

(1) We are only liable for intent and gross negligence. Further damage and claims for reimbursement of expenses, regardless of the legal basis, in particular for breach of duties arising from the contractual obligation and from unauthorized action, are excluded.

(2) We shall only be liable for material defects and defects of title of the platform if **Carl Zeiss Vision GmbH** fraudulently conceals from the customer a material defect and/or defect of title of the platform. Any further liability or warranty for the platform being free of material defects and defects of title is excluded.

§ 9 Data Protection

Within the scope of our data processing, we observe the relevant data protection regulations and use the personal data for the purpose of the customer and its users only in accordance with the regulations of our privacy policy. Our privacy policy can be viewed at any time on our platform in its current version under the link "Data Privacy".

§ 10 Amendment of the Terms of Use

We reserve the right to change the terms of use, as far as the corresponding change does not change essential service content for the equivalence relationship between the parties and the change is not unreasonable for the customer (e.g. in case of changes in the law, changes in jurisdiction or changes in economic conditions). The changes are communicated to the customers at our choice either by e-mail or on the platform at log-in. If the customer does not object to the change in writing or in text form within 30 days of receipt of the notification, the change is deemed to be approved and the amended version of the terms of use shall be binding from that point on. We shall inform the customer of this consequence upon notification of the change explicitly. If the customer does not agree with the modification of the terms of use, he is free to terminate the contract of use according to § 7 (1).



§ 11 Applicable Law, Place of Jurisdiction

(1) The contracts of use concluded between us and our customers including these terms of use, are subject to the law of the Federal Republic of Germany.

(2) If the user is a merchant or entrepreneur, the place of jurisdiction for all legal disputes arising from or in connection with the use of this platform shall be the registered office of **Carl Zeiss Vision GmbH** is.

§ 12 Written Form, Final Provisions

(1) Changes and amendments to these terms of use as well as legally relevant declarations and notifications to be made by the parties after conclusion of the contract (e.g. setting deadlines, notifications of defects, declarations of withdrawal or reduction) are in writing, i.e. in written form (e.g. letter, e-mail, fax). Legal formal requirements and further evidence, especially in case of doubts about legitimation of the person making the declaration remains unaffected.

(2) If any provision of these terms of use is invalid in whole or in part or become or should a gap in these terms of use become apparent, the validity of the remaining provisions shall not be affected.

(3) Insofar as translations of these terms of use into other languages are made the German version shall remain the only legally binding version.

Appendix 1 to the Terms of Use for ZEISS Virtual Try-on @Home

Included functionalities in Virtual Try-on @Home:

- Virtual Try-on with favorite frames
- Virtual Try-on with frames from the frame catalog of your optician
- Comparison of frames
- Share with friends
- Finalization of frame selection