

1. Your Acceptance

Welcome to the Terms of Service for seesawseeneyewear.com. See.Saw.Seen is the destination for functional fashion forward eyewear at an affordable price. This is an agreement (“Agreement”) between See.Saw.Seen Eyewear (“See.Saw.Seen”), the owner and operator of www.seesawseeneyewear.com (the “Site” and any “Services”) and you (“you” or “your” or “user(s)”), a user of the Site and Service. This Agreement is legally binding and governs your use of our Site and Service.

Throughout this Agreement, the words “See.Saw.Seen,” “us,” “we,” and “our,” refer to our company, See.Saw.Seen Eyewear, and our website, seesawseeneyewear.com, or our Service, See.Saw.Seen, as is appropriate in the context of the use of the words.

By using or accessing our Site and using any of our Services, you acknowledge and agree to these terms and agree to be bound by this Agreement and the Privacy Policy. We may amend our Terms of Service or Privacy Policy from time to time, we will notify you of these changes to our policy. Your continued use constitutes acceptance to these changes.

If you do not agree to the Terms of Service or the Privacy Policy please stop using our Site and Service immediately. **In order to buy prescription lenses from us, you must have a valid prescription issued by your eye care practitioner within the last two years.** You must be 18 years or older to purchase any products from our Site or Service.

2. See.Saw.Seen Description of Service

See.Saw.Seen is your destination for fashionable yet affordable eyewear. Whether you are looking for professional eyeglass frames or elegant prescription glasses, See.Saw.Seen has eyewear styles that are suitable for you and your lifestyle.

3. Valid Prescription

If you wish to purchase prescription lenses from us, you will be required to provide us with a valid prescription during the ordering process. This prescription must be provided to you by a registered medical practitioner or registered ophthalmic optician after an eye-sight test within the last two (2) years. It must be valid and we may verify this through fax or contacting your medical practitioner. If you are unsure of your specific prescription, please consult a registered medical practitioner or registered ophthalmic optician. We cannot be responsible for any issues you may have with your prescription or any pupillary distance listed in the prescription. If your prescription does not specify the pupillary distance for your lenses please be advised that we will use the average pupillary distance.

4. Contacting Your Doctor

As a condition to ordering prescription glasses, you will need to submit a valid prescription as stated in Section 3. You may also be required to submit the contact information for the prescribing medical professional. By voluntarily submitting your prescription, you agree that we may contact your medical practitioner or registered ophthalmic optician to verify your prescription information. You may need to sign an authorization form so that your medical practitioner may release your prescription information to us.

5. User Accounts

Users who want to order a pair of our frames or prescription glasses, will need to create an account. You may only register as yourself and must only create one account. When creating an account or ordering any products, we will collect your name, DOB, email, address, shipping address, credit card information and telephone number. If you are ordering prescription frames you will be required to submit your prescription information including your health care provider’s contact information. You agree that your credit card information will be shared with PayPal, our third party payment processor.

6. Disclaimer For Lenses

By using our Service you agree to release us from any liability resulting from any injuries or harm caused by any lenses purchased from See.Saw.Seen. For children under the age of 18 years of age, See.Saw.Seen recommends polycarbonate lenses for safety purposes as these lenses are more impact resistant. Although polycarbonate lenses are superior to tempered glass, See.Saw.Seen makes no guarantees with these lenses or any other lenses purchased from our Site or Service.

7. Photos Are For Illustrative Purposes

Please be aware that all photos of any See.Saw.Seen products are for illustrative purposes only. Although we employ our best efforts to insure that our products meet your needs, all photos shown on our Site or Service may not be entirely representative of the actual product. The final products received by you may vary slightly in color or style. Additionally, you should be aware that all sizing is approximate and not exact.

8. Your Responsibilities

You are responsible for your use of See.Saw.Seen, and for any use of See.Saw.Seen made using your username and account.

1. You agree not to impersonate any person or entity or misrepresent your affiliation with a person or entity;
2. You agree not to misappropriate any of our intellectual property;
3. You agree not to violate any requirements, procedures, policies or regulations of networks connected to See.Saw.Seen;
4. You agree not to collect or store personal information about other end users;
5. You agree not to interfere with or disrupt See.Saw.Seen;
6. You agree not to hack, spam or phish us or other users;
7. You agree to provide truthful and accurate content;
8. You agree to not violate any law or regulation and you are solely responsible for such violations;
9. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying our Sites or any of our Services;
10. You agree not to cause or aid in the cause of the destruction, manipulation, removal, disabling, or impairment of any portion of our website, including the de-indexing or de-caching of any portion of our website from a third party's website, such as by requesting its removal from a search engine;
11. You are expressly prohibited from accessing See.Saw.Seen through a virtual private network or by proxy.

We may suspend or revoke your access if you fail to abide by these rules or at our discretion.

9. Intellectual Property Rights

The design of the See.Saw.Seen Service along with See.Saw.Seen created text, designs, images scripts, graphics, interactive features and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to See.Saw.Seen, subject to copyright and other intellectual property rights under United States, EU and foreign laws and international conventions. You agree to not engage in the use, copying, or distribution anything contained within the Site or Service unless we have given you express written permission

10. Our Copyright

You agree not to copy, distribute, display, disseminate, or otherwise reproduce any of the information on our Site or Service without our prior written permission. This includes, but is not limited to, a prohibition on aggregating, streaming, copying, or otherwise reproducing any content found on See.Saw.Seen. Your copying not only has the potential to affect certain copyrights that we may hold in the arrangement of our graphics, text, data and images, but may also infringe on a third party's copyright. You agree that this section limits your rights more than the simple application of intellectual property law would, and constitutes a contractual obligation binding to you beyond the applicable intellectual property laws.

11. Your Content

Any content submitted by you will be owned by you. However, you agree to grant See.Saw.Seen and its affiliates, representatives and assigns a non-exclusive, fully-paid, royalty-free, world-wide, universal, transferable license to display, publicly perform, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works and otherwise use and reuse all or part of your content and anything we may make with your content through See.Saw.Seen or any other medium currently invented or invented in the future. We reserve the right to display advertisements and to use your content to advertise and promote See.Saw.Seen. The foregoing license granted by you terminates once you remove your content from our Site

12. Orders and Payment

All orders are subject to availability, we may not have all products in stock at all times. An order contract is not created until we accept and acknowledge your order. Please be aware that any statements made by our customer service representatives or salespeople are non-binding in nature.

See.Saw.Seen may allow you to purchase frames or glasses on our Site. When purchasing these products you will be prompted to input your credit card information. You agree that we may charge full amount listed at checkout to your credit card. Your credit card information will be shared with our third party payment processor PayPal. By purchasing anything from our Service you also agree to the terms and conditions of PayPal. Please be aware that all payment information will be stored and secured by PayPal and not See.Saw.Seen.

13. 24 Hour Cancellation

We want to ensure that you'll be satisfied with our See.Saw.Seen products. For this reason we offer a twenty four (24) hour cancellation policy. You have the ability to cancel your order by contacting us via email at info@seesawseeneyewear.com or phone (415-603-2020) within twenty four (24) hours of placing your order. All cancelled orders shall be subject to a restocking fee. Polycarbonate lenses will be charged a \$40 fee, Hi-index 1.67 lenses will be charged a \$70 fee, and Ultra Hi-index 1.74 lenses will be charged a \$100 fee.

14. Refunds and Exchanges

At See.Saw.Seen we want to you to be satisfied with your purchase and will work with you if you have any issues with your order, if you have any questions please contact us at info@seesawseeneyewear.com.

Manufacturers Defect

In event of any manufacturers defect to your frames or lenses, we will exchange any frames or lenses for free within thirty (30) days.

Frames

If you are unsatisfied with your frames you are entitled to a refund or exchange within fourteen (14) days. Please note that for any frame exchanges or refunds, you are limited to exchanging or refunding a maximum of two (2) frames per customer per month.

Lenses

We cannot refund lenses as they are custom made for you. However, we will allow one free additional customization with any lens and frames purchase. This means that if you are unsatisfied with your frames, you may return the frames and lenses and exchange them for a new set of frames and lenses from See.Saw.Seen. Please note that any lenses or frames must be exchanged within fourteen (14) days of receiving your order.

Additionally, we will not refund or exchange your lenses for free due to an incorrect prescription or pupillary distance submitted by you or your eyecare practitioner. Orders with an incorrect prescription or pupillary distance will be subject to a restocking fee of \$40, \$70, or \$100 for polycarbonate lenses, Hi-index 1.67 lenses, and Ultra- Hi-index 1.74 lenses, respectively.

Damages or Incorrect Orders

If your frames or glasses are incorrect or damaged upon receipt please contact us immediately at info@seesawseeneyewear.com or at 415-603-2020. Do not use these glasses and refrain from excessive handling. If it is determined by us that you have improperly handled your glasses after receipt no refunds may be granted.

Return Shipping

Return shipping will be paid for by us for any refunds or exchanges listed above.

Chargebacks

Please don't be shady with us. If we believe that you have participated in a fraudulent chargeback we will pursue our claims against you to the fullest extent allowed by law. We will forward your information to the applicable law enforcement agency and your fraudulent chargeback may result in either a civil fine or jail time.

15. Shipping

Shipping is available for the United States. Prices for each location may vary. Most orders will be shipped within 7-10 business days. Please be aware that delivery times stated on our websites are only estimates, and shipping times may vary between locations and due to processing. We employ either USPS or UPS to ship our products. We recommend you check all shipments immediately once you have received them. If you have any issues with your shipment or wish to negotiate a special shipment, please contact us at info@seesawseeneyewear.com.

16. Credits

From time to time we may offer you store credit. Our store credit is listed USD and has no cash value. You may not transfer or sell your credit. Please be aware that additional terms and conditions may apply on any store credit issued by us.

17. Taxes

You are solely responsible for any applicable state, federal or provincial taxes. Although you may not be charged taxes by us you agree that you will pay any applicable taxes or fees to your local or state tax agency for any purchases. If you are in the state of California or another applicable state that collects sales tax we may collect sales tax for you as a courtesy. Please note that sales tax is not included in the price of your purchase. However, we are not responsible for collecting, transmitting, or advising on taxes, duties, or other levies by the government regarding your purchases.

18. Coupons and Promotions

Please be aware that we have the final discretion in awarding any promotions or coupons.

19. Representations and Warranties

OUR SITE, SERVICE AND PRODUCTS ARE OFFERED "AS-IS", INCLUDING ANY ERRORS, BUGS OR OTHER TECHNICAL ISSUES. WE EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED ASSOCIATED TO OUR PRODUCTS. OUR SITE OR SERVICE MAY NOT BE FIT FOR A PARTICULAR PURPOSE AND MAY NOT WORK OR BE APPLICABLE WHERE YOU RESIDE. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE MERCHANTABILITY OF OUR SERVICE OR THAT OUR SERVICE IS NON-INFRINGEMENT. FURTHERMORE, WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SITE OR SERVICE WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION, THAT ANY DEFECTS OR ERRORS IN THE SITE OR SERVICE WILL BE CORRECTED, OR THAT THE SITE OR SERVICE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM. SEE.SAW.SEEN IS NOT OBLIGATED TO PROVIDE YOU ACCESS TO OUR SITE AND SERVICE. IN THE EVENT OF ANY PROBLEM WITH THE SITE OR SERVICE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE OR SERVICE. IN THE EVENT OF ANY PROBLEM WITH ANY PRODUCTS PURCHASED THROUGH OUR SITE, PRODUCT, AND SERVICE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, IS THROUGH THIS AGREEMENT.

20. Limitation of Liability

IN NO EVENT SHALL SEE.SAW.SEEN EYEWEAR, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM (I) YOUR USE OR INABILITY TO USE OUR PRODUCTS, WEBSITE, OR OUR SERVICES, (II) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE OR SERVICE OR RESULTING FROM YOUR USE OF ANY PRODUCTS PURCHASED FROM OUR SITE, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SOFTWARE TO YOU, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, (V) ANY FAILURE OF THE GOODS OR SERVICES, BY A THIRD PARTY OR US, INCLUDING ANY FAILURES OR DISRUPTIONS, UNTIMELY DELIVERY, SCHEDULED OR UNSCHEDULED, INTENTIONAL OR UNINTENTIONAL OR (VI) ANY ERRORS OR OMISSIONS IN OUR SITE OR SERVICE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF OUR SITE OR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IN NO EVENT WILL OUR DIRECT LIABILITY EXCEED \$100.00.

For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE. YOUR ABILITY TO USE OUR SERVICE AND PRODUCTS IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT.

21. Indemnity

You agree to defend, indemnify and hold harmless See.Saw.Seen, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

1. your use of and access to the See.Saw.Seen Service;
2. your violation of any term of these Terms of Service;

You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

22. Third Party Links

We may link to third party websites from our own website. We have no control over, and are not responsible for, these third party websites or their use of your personal information. We do not endorse, recommend or vouch for the security of such websites. We recommend that you review their terms of service and privacy policies before accessing and using the third party site.

Additionally, users may be able to post third party links through content submitted to our Site. We are not responsible for such links and do not monitor the posting of such links. Please exercise caution when clicking on such links as they may cause harm to your computer.

23. Copyright Notices

We take copyright infringement very seriously, and we have registered a Registered Copyright Agent with the United States Copyright Office, which limits our liability under the Digital Millennium Copyright Act. If you live within the US or own any copyrighted material within the US and believe that your copyright has been infringed, please send us a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.
- The name and description of the work that is being infringed.
- The location on our website of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and send it to our Copyright Agent, info@seesawseeneyewear.com.

24. COPPA Compliance

See.Saw.Seen and its Services may only be used by persons over 18 years and older. If you are under the age of 18 please do not submit any information to us and please stop using our Site and Service immediately.

25. Choice of Law

This Agreement shall be governed by the laws in force in California. The offer and acceptance of this contract is deemed to have occurred in California.

26. Forum of Dispute

You agree that any dispute arising from or relating to this Agreement will be heard solely by a court of competent jurisdiction in or nearest to San Francisco, CA. If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorneys' fees, court costs, and disbursements in doing so.

You agree that the unsuccessful party in any dispute arising from or relating to this Agreement will be responsible for the reimbursement of the successful party's reasonable attorneys' fees, court costs, and disbursements.

27. Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

28. Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement are deemed to conflict with each other's operation, See.Saw.Seen shall have the sole right to elect which provision remains in force.

29. Non-Waiver

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

30. Termination and Cancellation

We may terminate or suspend service or your account or any other provision of services to you at our discretion without explanation and notice, though we will strive to provide a timely explanation in most cases. If you wish to terminate this Agreement or your See.Saw.Seen account, you are solely responsible for properly cancelling your account. Cancellation may result in the immediate deletion of your account. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

31. Assignment

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

32. Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified. You may refuse to agree to the amendments, but if you do, you must immediately cease using our website and our Service. You must visit this page each time you come to our website and read and agree to it if the date it was last modified is more recent than the last time you agreed to the Agreement.

33. Electronic Communications

When you visit the Site, or send us e-mails, you are communicating with us electronically. In so doing, you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

34. California Users and Residents

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about See.Saw.Seen must be addressed to our agent for notice and sent via certified mail to: Agent of See Saw Seen Eyewear, San Francisco, CA 94107.

Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Last Modified: April 30, 2013