

Website Terms and Conditions

Family Eye Health Associates, Inc.

Effective Date: October 1, 2026

These Website Terms and Conditions (the “Terms”) govern access to and use of familyeyeri.com, including its pages, content, appointment-request tools, forms, patient-portal links, and other features (collectively, the “Website”). The Website is operated Family Eye Health Associates, Inc., a Rhode Island corporation (“Practice,” “we,” “us,” or “our”).

Please read these Terms before using the Website. By accessing or using the Website, you agree to these Terms. If you do not agree, do not use the Website. These Terms apply only to use of the Website. Separate notices, consents, financial policies, patient forms, portal terms, and clinical agreements may apply to services you receive from the Practice.

1 Acceptance and Eligibility

You may use the Website only if you can form a binding agreement under applicable law. If you use the Website for another person, you represent that you are authorized to act for that person. A parent or legal guardian is responsible for a minor’s use of the Website and for information submitted on the minor’s behalf.

We may revise these Terms from time to time. The revised Terms become effective when posted with a new effective date, unless the revision states otherwise. Your continued use of the Website after the effective date constitutes acceptance of the revised Terms.

2 General Information Only

The Website provides general educational information about eye health, vision care, products, and Practice services. Website content is not medical advice and is not a substitute for an examination, diagnosis, or treatment by a licensed optometrist, ophthalmologist, physician, or other qualified health care professional.

Do not use Website content to diagnose or treat a condition, delay professional care, change prescribed treatment, or disregard advice from a qualified clinician. Medical information changes over time, and content may not address your individual circumstances.

3 No Provider Patient Relationship

Accessing the Website, submitting a form, requesting an appointment, sending a message, or receiving an automated response does not by itself create a provider-patient relationship. A provider-patient relationship is established only when the Practice accepts you as a patient and a licensed clinician undertakes to provide care through an appropriate clinical encounter.

Website content does not guarantee that any particular clinician, service, test, treatment, product, or appointment will be available or appropriate for you.

4 Emergencies and Urgent Eye Problems

Do not use the Website, ordinary email, text messaging, or a general contact form for an emergency or time-sensitive medical concern. If you believe you have a medical emergency, call 911 or go to the nearest emergency department.

Sudden loss of vision, severe eye pain, chemical exposure, significant eye trauma, flashes or a sudden increase in floaters, a curtain or shadow in the field of vision, or another acute symptom may require prompt evaluation. Contact an appropriate eye-care provider or emergency facility without delay. Website messages may not be reviewed immediately or outside normal business hours.

5 Appointments and Online Requests

An online appointment request is a request only. An appointment is not scheduled until the Practice confirms the date and time. You are responsible for providing accurate contact and scheduling information and for responding to confirmation requests.

Appointment availability, office hours, participating providers, accepted insurance plans, and services may change. You are responsible for confirming insurance coverage, referrals, authorizations, copayments, deductibles, and other charges with your insurer and the Practice. Website statements about insurance participation or anticipated charges are informational and do not guarantee coverage or payment.

If you need to cancel or reschedule, contact the Practice according to its current cancellation policy. Separate patient or financial policies may impose requirements or charges not stated in these Terms.

6 Electronic Communications

When you submit contact information, you authorize the Practice and its service providers to respond using the contact methods you provide, subject to applicable law and your communication preferences. Standard message and data rates may apply.

Ordinary email, text messaging, and general Website forms may not be secure. Do not submit Social Security numbers, payment-card information, detailed medical histories, images of identification documents, or other sensitive information unless the Practice specifically directs you to an approved secure method. Use the patient portal, if available, for communications the Practice designates for that system.

Electronic communications can be delayed, misdirected, intercepted, or accessed by others with access to your device or account. Contact the Practice by telephone if you do not receive a timely response or if the matter is sensitive or urgent.

7 Privacy and Health Information

Our collection and use of information through the Website are described in our Privacy

Policy, available at <https://www.familyeyeri.com/privacy/>. Our use and disclosure of protected health information are described in our Notice of Privacy Practices, available at <https://www.familyeyeri.com/notice-of-privacy-practices/>, and from the Practice upon request. Those documents are incorporated into these Terms by reference to the extent applicable.

Not every item of information submitted through a public-facing Website is necessarily protected health information under the Health Insurance Portability and Accountability Act. The legal protections that apply depend on the information, the recipient, the purpose of the communication, and applicable law. You should use only communication channels approved by the Practice for medical information.

8 Permitted Use

The Practice grants you a limited, personal, revocable, nonexclusive, nontransferable license to access and use the Website for lawful, noncommercial purposes and to obtain information about the Practice and its services.

You may print or download a reasonable number of pages for your personal, noncommercial use, provided you retain all copyright and proprietary notices and do not modify the content.

9 Prohibited Conduct

You may not:

- use the Website in violation of law or another person's rights;
- submit false, misleading, unlawful, threatening, defamatory, infringing, or malicious material; ■ impersonate another person or misrepresent your authority or affiliation;
- attempt to gain unauthorized access to the Website, patient portal, accounts, systems, or data; ■ introduce malware, interfere with Website operation, probe security, or circumvent access controls;
- use automated tools to scrape, harvest, index, or copy Website content except as allowed by generally accepted search-engine practices;
- reverse engineer, modify, frame, mirror, republish, sell, sublicense, or commercially exploit the Website or its content; or
- use Website content to train, develop, or improve an artificial-intelligence model or dataset without our prior written permission.

We may restrict or terminate access, preserve relevant information, and take other lawful action if we reasonably believe a user has violated these Terms or threatens the Website, the Practice, or another person.

10 Intellectual Property

The Website and its text, graphics, photographs, videos, audio, logos, trademarks, trade dress, software, arrangement, and other content are owned by or licensed to the Practice and are protected by intellectual-property laws. Except for the limited permission stated in

these Terms, no right or license is granted by implication or otherwise.

Names, logos, and marks displayed on the Website may not be used without the prior written permission of their owner. To request permission to use Practice content, contact admin@familyeyeri.com.

11 User Submissions and Feedback

You represent that information you submit is accurate, that you have the right to submit it, and that its submission and our authorized use will not violate law or another person's rights. Do not submit content for which you lack permission.

If you voluntarily provide an idea, suggestion, or other feedback unrelated to patient care, you grant the Practice a nonexclusive, worldwide, royalty-free license to use it for lawful business purposes without compensation or attribution. This provision does not authorize use or disclosure of protected health information contrary to applicable law or our Notice of Privacy Practices.

12 Third Party Services and Links

The Website may link to or integrate services operated by third parties, such as maps, appointment platforms, patient portals, payment processors, social-media sites, analytics providers, or educational resources. Third-party services are governed by their own terms and privacy practices. We do not control and are not responsible for their availability, security, accuracy, content, or conduct.

A link or integration is provided for convenience and does not imply endorsement. You use third party services at your own risk, subject to applicable law.

13 Product and Service Information

Descriptions, photographs, and other information concerning eyewear, contact lenses, optical goods, clinical services, or technology are general and may change. Colors and appearance may vary by device. Availability, specifications, eligibility, pricing, promotions, and results are not guaranteed unless confirmed in a separate written agreement or transaction record.

Prescription products and clinical services require appropriate professional evaluation and may be subject to additional terms, laws, manufacturer instructions, and professional standards.

14 Website Availability and Security

We may change, suspend, or discontinue any part of the Website without notice. We do not guarantee uninterrupted or error-free access. Maintenance, technical failures, cyber incidents, and circumstances beyond our control may affect availability.

You are responsible for using reasonable security measures on your devices and accounts. If the Website provides account access, keep your credentials confidential and notify the Practice promptly if you suspect unauthorized use.

15 Accessibility

The Practice seeks to provide access to Website information and services for individuals with disabilities. If you have difficulty using the Website or need information in an alternative format, contact us at admin@familyeyeri.com or (401) 921-0098. We will work with you to provide access through an appropriate communication method.

16 Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE AND ITS CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE.” THE PRACTICE DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, AND UNINTERRUPTED AVAILABILITY.

The Practice makes reasonable efforts to provide useful information but does not warrant that Website content is current, complete, error-free, or suitable for your individual needs. Nothing in these Terms excludes a warranty or right that cannot lawfully be excluded.

17 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PRACTICE AND ITS OWNERS, CLINICIANS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE WEBSITE, EVEN IF ADVISED THAT SUCH DAMAGES ARE POSSIBLE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PRACTICE’S TOTAL LIABILITY FOR CLAIMS ARISING FROM OR RELATING TO THE WEBSITE WILL NOT EXCEED ONE HUNDRED DOLLARS. THESE LIMITATIONS DO NOT APPLY TO LIABILITY THAT CANNOT LAWFULLY BE LIMITED, AND THEY DO NOT ALTER RIGHTS OR REMEDIES THAT APPLY TO PROFESSIONAL HEALTH CARE SERVICES UNDER APPLICABLE LAW.

18 Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless the Practice and its owners, clinicians, employees, agents, and service providers from claims, losses, liabilities, and reasonable costs arising from your unlawful use of the Website, your material violation of these Terms, or content you submit. This section does not require indemnification for the Practice’s own negligence or other conduct for which indemnification is prohibited by law.

19 Governing Law and Venue

Rhode Island law governs these Terms without regard to conflict-of-laws principles. Any action arising from or relating to these Terms or the Website must be brought in a state

or federal court located in Rhode Island, and each party consents to the jurisdiction of those courts. This section does not limit rights or remedies that cannot be waived under applicable law.

20 Miscellaneous

These Terms, together with the documents incorporated by reference, constitute the agreement concerning use of the Website. If a provision is found unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will remain in effect. The Practice's failure to enforce a provision is not a waiver. You may not assign your rights under these Terms without our written consent. We may assign these Terms in connection with a merger, reorganization, transfer of assets, or operation of the Website. Headings are for convenience only.

21 Contact Information

Questions about these Terms or the Website may be directed to:

Family Eye Health Associates, Inc.

2374 Post Road, Suite 104

Warwick, RI 02886

Telephone (401) 921-0098

Email admin@familyeyeri.com

Website familyeyeri.com