

CONDITIONS OF USE OF SmartGlasses EPSON MOVERIO BT350 with the RETIPLUS software

USER'S RESPONSIBILITY

The use of the MOVERIO SmartGlasses with the RETIPLUS application (hereinafter the "Product") is subject to these Conditions of Use and Safety Instructions and other warnings mentioned in the User's Guide, that can be found on Plusindes,SL website on www.plusindes.com.

DO NOT use the Product for purposes other than the ones documented of the aforementioned User's Guide and only if you have received the corresponding training from an authorized **RCO (RETIPLUS CERTIFIED OPTOMETRIST)**.

The Product is not designed for unsupervised general use. It must be specifically customized by the **RCO** for each user though the **RETIPLUS digital eye test®**, its use is unipersonal and non-transferable. Any other personal or commercial use is not authorized.

Therefore, the user may not lend, rent, sell or commercially exploit the use of the Product with third parties.

Initially, the accommodation of the vision could take a small period of time depending on each user. However, if you experience any anomaly using the Product, consult immediately your **RCO**.

The different **RETIPLUS digital eye tests®** provide minifications/magnifications that modify the perception of distances. The User is responsible in each situation for the possible accidents or for general health risks, including the possible economic implications. The User is responsible in each situation for the possible accidents or for general health risks, and including the possible economic implications.

By respect and coexistence code, Plusindes,SL maintains a strict policy in relation to the rules and code of conduct in the use of the Product, as well as in relation to the exchange of ideas and opinions via traditional or social media, and will report any bad practice to the competent authority.

WARRANTY

The Product has a 2-year warranty under the conditions of the manufacturer of the SmartGlasses. Plusindes,SL responds for the guaranties of the operation of the RETIPLUS software, however it does not offer any guarantee of any kind or nature regarding the hardware beyond those expressly offered by Epson Moverio. In any case, Plusindes,SL will be liable for collateral, indirect, punitive damages, incidental or consequential related to the use of the Product or its derivatives.

Considering the following list by way of example but not limiting, the guarantee will not be applied, and the user will be responsible for the costs and expenses incurred in the event that:

- (i) the Product has been used outside of the terms of use,
- (ii) the Product has been tampered with, misused, negligently or accidentally,
- (iii) the Product has been opened, modified, repaired, or altered by unauthorized personnel,
- (iv) the Product has been used with any software or application other than RETIPLUS, or connected to hardware or other equipment not supplied by Plusindes,SL and
- (v) the Product has been damaged or exposed to water, heat or inadequate electrical connection.

INTELLECTUAL PROPERTY RIGHTS

The intellectual and industrial property of the RETIPLUS application belongs exclusively to Plusindes SL, covering the computer application, its source code and the structure of its database. It is forbidden to perform reverse engineering practices, disassemble or decompile the computer application, or try to obtain or modify the source code, as well as any other act that can be considered as infringement of property rights belonging to Plusindes,SL that are registered and protected in the corresponding records.

APPLICABLE LAW and JURISDICTION

For the resolution of all disputes or issues related to the use, warranty or activities carried out with the Product, Spanish legislation will apply, to which the parties expressly submit, being competent the courts and tribunals of the city of Madrid for the resolution of all derived or related conflicts.

Date:
SmartGlasses Serial Number:

User Name:
User's signature: