

# Terms of Service

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**Effective Date:** 01/01/2023

Welcome to Lopez Optical ("we," "us," "our"). By accessing or using our website (the "Site"), services, or purchasing any products from us, you agree to be bound by the following terms and conditions (the "Terms of Service"). Please read these Terms of Service carefully before using our services. If you do not agree with any of these terms, you should immediately discontinue use of the Site and our services.

## 1. Use of Our Website and Services

### 1.1 Eligibility

By using this Site, you represent that you are at least the age of majority in your state, province, or country of residence. If you are under 18 years of age, you may use the Site only with the involvement of a parent or legal guardian. By using our Site, you agree to comply with all applicable laws and regulations, including those related to your use of the Internet, privacy, and data protection.

### 1.2 Account Creation

To use certain features of the Site, you may be required to create an account. You are solely responsible for the confidentiality of your account, login credentials, and all activities that occur under your account. We reserve the right to terminate accounts, refuse service, or cancel orders at our discretion.

### 1.3 Prohibited Activities

You agree not to:

- Use the Site or our services for any unlawful purposes, or in violation of any applicable local, state, national, or international law.
- Interfere with or disrupt the operation of the Site or servers.
- Engage in any data mining, scraping, or similar data gathering activities.
- Impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity.
- Distribute viruses, Trojan horses, worms, or any malicious software.

## **2. Orders and Purchases**

### **2.1 Product Availability**

All products offered for sale on the Site are subject to availability. We reserve the right to modify or discontinue any product at any time without notice.

### **2.2 Pricing and Payment**

All prices displayed on the Site are subject to change without notice. Prices may not include taxes, shipping, and handling, unless otherwise specified. You agree to provide current, complete, and accurate purchase and account information for all purchases made through our Site. By completing a purchase, you authorize us to charge the full amount for the order, including any additional charges.

### **2.3 Order Confirmation**

We reserve the right to refuse or cancel any order for any reason, including errors in pricing or product availability. We will notify you by email if your order has been canceled.

## **3. Shipping and Returns**

### **3.1 Shipping**

Shipping times and costs will be provided at the time of checkout. We are not responsible for delays caused by carriers or weather conditions, and any delivery timeframes provided are estimates only.

### **3.2 Returns**

We accept returns within 30 days of purchase, provided that the product is in its original condition, with no signs of wear or damage. Custom or prescription orders may be subject to additional return restrictions.

### **3.3 Restocking Fees**

We reserve the right to apply restocking fees of up to 15% of the product price on returned items, especially in cases where a product has been opened, used, or damaged.

## **4. Intellectual Property**

### **4.1 Ownership of Content**

All content on the Site, including but not limited to text, graphics, logos, button icons, images, and software, is the property of Lopez Optical or its content suppliers and is protected by international copyright, trademark, and other intellectual property laws.

### **4.2 License to Use**

We grant you a limited, non-exclusive, non-transferable license to access and use the Site and its content for personal and non-commercial purposes. You may not reproduce, duplicate, copy, sell, or otherwise exploit any portion of the Site without our express written permission.

## **5. Limitation of Liability**

To the fullest extent permitted by applicable law, Lopez Optical shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or goodwill, arising out of or in connection with your use of the Site or purchase of our products.

Our liability, if any, shall be limited to the actual price paid for the product or service that gave rise to the claim.

## **6. Disclaimer of Warranties**

The Site and all products are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied. We disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **7. Indemnification**

You agree to indemnify, defend, and hold harmless Lopez Optical, its officers, directors, employees, agents, and affiliates from any claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of your use of the Site or violation of these Terms of Service.

## **8. Governing Law**

These Terms of Service shall be governed by and construed in accordance with the laws of the State of [Your State], without regard to its conflict of law principles.

## **9. Termination**

We reserve the right to terminate or suspend your access to the Site at our sole discretion, without notice or liability, for any reason, including but not limited to a violation of these Terms of Service.

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