

Terms of Use

(EFFECTIVE AS OF July 18 2020)

To download and/or print this Terms of Use ("Terms" or TOU"), click here [LINK].

IMPORTANT - These Terms are legal agreement between you ("You", or "you") and Luxottica of America Inc. and its subsidiaries and affiliates as manager of costadelmar.com (collectively, "Luxottica," "We", "Our", or "Us"). Please read this TOU carefully before using our website and any online services software or apps (collectively "Services") provided by Luxottica that post a link to this TOU. By using or continuing to use our Services, You agree to be bound by and accept the TOU in effect at the time of such use. Your use of our Services is expressly conditioned upon your agreement to these TOU, as well as our terms of sale, returns policy, warranty policy and privacy policy ("Additional Policies"). We may prospectively change these Terms and Additional Policies by posting new or changed terms on the Service as more fully explained [here](#). As permitted by applicable law you agree to arbitrate disputes and waive jury trial and class actions.

1. **LICENSE GRANT.** The Service and all of its content ("Content"), including all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein ("Intellectual Property"), are owned or controlled by Luxottica, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Service is the property of Luxottica, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. Luxottica owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service. Luxottica hereby grants to You a personal, revocable, limited, non-exclusive, and non-transferable license to use the Services solely for your personal use, which does not include activities related to any commercial, entrepreneurial or professional activity, provided that You comply with the terms and conditions of this TOU. Notwithstanding the foregoing, You may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use the Services in any manner not expressly permitted herein.
2. **USER REPRESENTATIONS.** By accessing or using the Services, You represent that You are of the age of majority in your jurisdiction of residence. If You are not of such age, please consult with your parent or guardian with respect to this TOU, because persons under such age are authorized to use the Services only if their designated parent or guardian accepts this TOU on their behalf. In addition, You agree to abide by all applicable laws and regulations governing your use of the

Services. Furthermore, You acknowledge and agree that the Services are directed at users in the U.S. only (and ships products to U.S. only).

3. **PROPRIETARY RIGHTS.** This TOU provides only a limited license to You to access and use the Services. Accordingly, You expressly acknowledge and agree that Luxottica transfers no ownership or Intellectual Property interest or title in and to the Services to You or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Services, unless otherwise indicated, are owned, controlled, and licensed by Luxottica. COSTA DEL MAR, the Costa del Mar logo(s), and all other names, logos, and icons identifying Costa del Mar and its products and services are proprietary trademarks of Costa del Mar Inc. and any use of such marks, including, without limitation, as domain names, account identifiers, or as search terms, without express written permission is strictly prohibited. Other product and company names or logos mentioned or displayed on or through the Services may be the trademarks and/or service marks of their respective owners.
4. **CONTENT SUBMITTED BY YOU.** From time to time We may make available on this Services bulletin boards, chat rooms, comment areas, billboards, forums, news groups, postings sections or similar communication facilities that offer the opportunity to post, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Services. In such instances, We welcome your comments on our Services. However, any notes, messages, billboard postings, ideas, suggestions, or other material which You submit to Luxottica ("User-Generated Content") must not harass, slander, malign, libel, defame, threaten, or otherwise violate any rights of any third-parties and must not include any profanity, obscene, indecent, pornographic, defamatory, unlawful, or otherwise objectionable material all as determined by us. Furthermore, User-Generated Content must not infringe the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of any person or entity. Upon your submission of any and all User-Generated Content, You grant Luxottica a non-exclusive, unrestricted, unconditional, unlimited, cost-free, royalty-free, perpetual, irrevocable right and license to use, reproduce, copy, sell, re-sell, modify, alter, publish, publicly display, publicly perform, record, post, translate, transmit, broadcast, disclose, distribute, make derivative works of, and otherwise use the User-Generated Content, such that Luxottica shall be and is entitled to use such User-Generated Content for any type of use and exploit in any manner whatsoever, including promotional purposes and advertising, in perpetuity, in any and all media whether now known or hereafter devised, without any compensation to you. You irrevocably waive and agree not to assert (and warrant that all individuals featured have waived and agreed not to assert) any moral rights in connection with the User-Generated Content. You expressly waive any and all rights, grounds and actions concerning the inspection and approval of the finished product that may be produced and used in connection with your User-Generated

Content. By submitting any User-Generated Content to us, You represent and warrant that You are at least the age of majority in the jurisdiction in which you reside and are the parents or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content you submit, and that as to User-Generated Content you hold all necessary right, title and license to such User-Generated Content and that your submission of such materials to the Services does not and will not violate or infringe the rights of any third-parties or cause any harm to any person, including but not limited to intellectual property or privacy rights.

5. **NONCONFIDENTIALITY OF CONTENT SUBMITTED BY YOU.** Except as otherwise described in any applicable Additional Policies you agree that (a) your User-Generated Content will be treated as non-confidential and non-proprietary by us – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) to the maximum extent not prohibited by applicable law, Luxottica does not assume any obligation of any kind to you or any third-party with respect to your User-Generated Content. Upon request, you will provide documentation necessary to authenticate rights to such content and verify your compliance with these Terms or any applicable additional terms. You acknowledge that the Internet and mobile communications may be insecure and subject to breaches of security; accordingly, you acknowledge and agree that your User-Generated Content is submitted at your own risk.
6. **PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT.** If you are a copyright owner who would like to send us a notice pursuant to the Digital Millennium Copyright Act (“DMCA”) to identify content or material posted on the Service that is infringing that you would like removed from our Service, or if you are a user whose work has been removed in response to such a notice of infringement and would like to file a DMCA counter-notice, you may submit such notice to us by following the instructions [here](#).

A. DMCA NOTICE Luxottica asks our users to respect the intellectual property rights of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. In Luxottica’s sole discretion, Luxottica may remove content that may be infringing on another person’s intellectual property rights with or without notice to the potential infringer. In accordance with the U.S. Digital Millennium Copyright Act (“DMCA”) and other applicable law, Luxottica has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. If we remove or disable access in response to a DMCA Copyright Infringement Notice, we will make a good faith attempt to contact the owner or administrator of the affected content so that they may make a counter-notification. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner’s) copyright in that work has been infringed by an improper posting or

distribution of it via the Service, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the full URL of the page(s) on the Service on which the material appears);
- (iv) your full name, address, telephone number, and email address;
- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature

We will only respond to DMCA Notices received by mail or email at the addresses below:

By Mail: Luxottica of America, Inc.
4000 Luxottica Place
Mason, Ohio 45040
(Attn: Legal Department/DMCA).

By Email: OnlineIPenforcement@luxottica.com

For more information call: [513-765-4321]

It is often difficult to determine if your copyright has been infringed. Luxottica may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Luxottica may elect to remove allegedly infringing material that comes

to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification. Without limiting Luxottica's other rights, Luxottica may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by Luxottica.

7. **CREATING AN ACCOUNT.** If You register with us or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your device and for all activity under your account. Usernames and passwords must be personal and unique that do not violate the rights of any person or entity, and is not offensive. We may reject the use of any password, username, or email address for any reason in our sole discretion. You are solely responsible for your registration information and for updating and maintaining it. You will immediately notify us here of any unauthorized use of Your account, password, or username, or any other breach of security, but will remain responsible for any unauthorized use thereafter. You will not sell, transfer, or assign your account or any account rights. In addition, accounts may only be set up by an authorized representative of the individual that is the subject of the account and who is of the age of majority. We do not review accounts for authenticity, and are not responsible for any unauthorized accounts that may appear on the Service. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice.
8. **RESTRICTIONS.** You agree not to modify, distribute, disclose or create works wholly or partially based on the Services. You cannot (nor allow third parties to) sub-license, rent, sell, distribute, circulate, provide, transform, de-codify, break down, disassemble, reverse engineer, create derivative works of, modify or translate the Services, or in any case reproduce, copy, use or provide the Services, or parts of it, in any other manner except for that expressly permitted herein or permitted by mandatory law. You acknowledge and accept that the acquisition of any content or data through use of the Services is solely your responsibility and that You are solely responsible for any damage to the system or loss of data caused by using the service, even indirectly.
9. **PRIVACY POLICY.** Please review Luxottica's Privacy Policy found at </usa/privacy-policy> for a summary of Luxottica's personally identifiable information collection and use practices. Personally identifiable information we collect may be transferred to servers located outside of your jurisdiction of residence. As such, your personally

identifiable information will be subject to that country's laws. By using the Service, You also acknowledge, agree and consent to our data practices as described in our [Privacy Policy](#).

10. **AVAILABILITY AND CONTINUITY OF SERVICE.** You acknowledge and accept that Luxottica reserves the right, at its own and complete discretion, to temporarily or permanently (i) suspend, terminate, or eliminate the Services, (ii) disable any access to the Services, and/or (iii) restrict, suspend, or terminate your account for any reason.
11. **LINKS TO OTHER SITES.** We are not responsible for third parties or their content, advertisement(s), apps or sites ("Third-Party Services"). Our Services may facilitate access to other sites or on-line social media networks or pages for your convenience. These Third- Party Services have not necessarily been reviewed by Luxottica and are maintained by third parties over which Luxottica exercises no control. This may include the ability to register or sign into our Services using Facebook Connect or other third-party tools, and to post content on third-party sites and services using their plug-ins made available on our Services. Use caution when dealing with third parties and consult their terms of use and privacy policies. We take no responsibility for Third-party Services. Accordingly, Luxottica expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these Third Party Services. Moreover, inclusion of any links do not imply an endorsement with respect to any third party or any Web site or the products or services provided by any third party.
12. **WARRANTY DISCLAIMER. AS PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN OUR [WARRANTY POLICY](#) LUXOTTICA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE WEBSITE OR ANY GOODS PURCHASED BY YOU THROUGH THE WEBSITE FOR ANY PURPOSE AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT, AND DOES NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS AND PROVIDES SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND "WITH ALL FAULTS" BASIS. SOME LAWS MAY NOT PERMIT CERTAIN DISCLAIMERS SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.**
13. **LIMITATION OF LIABILITY. AS PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LUXOTTICA BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE, SERVICES, OR USER-GENERATED-CONTENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF LUXOTTICA FOR**

ANY REASON WHATSOEVER RELATED TO USE OF THE WEBSITE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO LUXOTTICA IN CONNECTION WITH THE SUBJECT MATTER OF THE PARTICULAR DISPUTE.

14. **INDEMNITY.** As permitted by applicable law, by using this application, You agree to defend, indemnify and hold harmless Luxottica and its parent and affiliates, and their directors, employees and agents, against any loss, damage, liability, cost, expense (including legal fees) asserted by any third party and arising from: (i) your use of and access to the Services; (ii) any User-Generated Content; (iii) your breach of any of these TOU; and (iii) your infringement of any third party rights, including without limitation any property, privacy or intellectual property rights. This indemnity shall survive the duration of your use of the Services.
15. **ENFORCEMENT.** You acknowledge that any breach, threatened or actual, of this TOU will cause irreparable injury to Luxottica, such injury would not be quantifiable in monetary damages, and Luxottica would not have an adequate remedy at law. You therefore agree that Luxottica shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOU.
16. **TERM AND TERMINATION.** This TOU will take effect at the time You begin using the Services. This TOU will terminate automatically if You fail to comply with its terms and conditions. Termination will be effective without notice. You may also terminate this TOU at any time by ceasing all use of the Services. Sections 3, 4, 7, 8, 9, 10, 11, 12, 14, 15, and this sentence of this Section 16, will survive the termination of this TOU for any reason.
17. **WAIVER & SEVERABILITY** Failure to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver of any subsequent or other default or failure of performance. If any part of this TOU is determined to be invalid or unenforceable pursuant to applicable law or court order including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this TOU shall continue in effect..
18. **FORUM SELECTION, JURISDICTION AND APPLICABLE LAW.** This agreement and all rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. The parties agree to submit to the personal jurisdiction and venue in the State of New York within New York County.
19. **DISPUTE TERMS.**
 - a. **Class Action Waiver.** As permitted by applicable law, both you and Luxottica waive the right to bring any Dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any Dispute brought by anyone else. Notwithstanding any

provision in the prevailing AAA Arbitration Rules to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine the Disputes of different persons into one proceeding. Notwithstanding the arbitration provision set forth above, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this section is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding, and not in arbitration.

b. Jury Waiver. AS PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

c. Small Claims Matters. Notwithstanding the foregoing, either of us may bring qualifying claims of general dispute (excluding disputes where intellectual property rights are concerned) in small claims court, subject to Section 19(a) above

d. The provisions of this Section 19 shall supersede any inconsistent provisions of any prior agreement between the parties. This section 19 shall remain in full force and effect notwithstanding any termination of your use of the service or these terms.

20. **INDEPENDENT PARTY.** You are an independent party. No joint venture, partnership, employment, or agency relationship exists between You and Luxottica as a result of this TOU or your utilization of the Services.
21. **ENTIRE AGREEMENT.** This TOU, the Additional Policies and any other agreement or terms or conditions for services, information, or licenses available through the Services represent the entire agreement between You and Luxottica with respect to use of the Services, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and Luxottica with respect to the Services.
22. **NO ASSIGNMENTS.** You may not assign or transfer any rights under this Agreement without the prior written consent of Luxottica.
23. **UPDATES TO TERMS.** It is your responsibility to review the posted Terms and any applicable Additional Policies each time you use the Service (at least prior to each transaction or submission). EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS

BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Any new Terms or Additional Policies will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or additional terms by discontinuing use of the Service.

24. **HEADINGS.** Headings are for convenience only

25. **CALIFORNIA NOTICES:**

a. California residents can obtain information on our privacy practices applicable to them in our [Privacy Policy](#).

b. California Consumer Rights and Notices. Any California residents under the age of eighteen (18) who have registered to use the Service, and who have posted content or information on the Service, can request that such information be removed from the Service by contacting us at the email or address provided her [contact-us](#), that they personally posted such content or information and detailing where the content or information is posted. We will make reasonable good faith efforts to remove the post from prospective public view or anonymize it so the minor cannot be individually identified. This removal process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished the post and archived copies of it may be stored by search engines and others that we do not control.

c. In accordance with California Business and Professions Code Section 17538 et al., Luxottica return and refund policy is available [here](#). The legal name under which Luxottica conducts business is Luxottica of America Inc., and Luxottica's business address is 4000 Luxottica Place, Mason, Ohio 45040 Phone: 513-765-4321. Within five (5) days of Luxottica's receipt of your request, California residents may receive verification of this information by email by contacting us at costaweborders@costadelmar.com.

d. Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 1625 North Market Blvd., Suite N 112, Sacramento, California, 95834, or by telephone at (916) 445-1254. Hearing-impaired users can reach the Complaint Assistance Unit at TDD (800) 326-2297 or TDD (916) 322-1700. Their website is located at: <http://www.dca.ca.gov>.

e. Please find the California supply chain notice at: <http://www.luxottica.com/en/social-impact-responsible-management-supply-chain>

TERMS AND CONDITIONS OF SALE

Please read these terms and conditions of sale ("terms of sale") carefully. These terms of sale apply to you, the user of www.costadelmar.com (the "Services") and the purchaser of goods ("you"), and your purchase of any products from Luxottica of America Inc. ("Luxottica," "we" or "us"), through the Services. These terms are subject to change without prior written notice at any time, in Luxottica's sole discretion. By placing an order for products through the site, you agree to be bound by and accept the terms of sale in effect at the time of such order. All sales are expressly conditioned upon your agreement to these terms of sale, as well as our terms of use, returns policy, warranty policy and privacy policy ("Additional Policies").

1. INFORMATION ABOUT THE WEBSITE AND THE GOODS

a. We try to make sure that all information on the Services, including descriptions of our goods and listed prices, is accurate and correct at all times. However, mistakes do happen. We will try to resolve all errors in information on the Services as soon as reasonably possible and if We think that such an error has affected your order We will make reasonable efforts to notify You via the contact information You provided to us on your account or during your order.

b. Buying goods over the internet provides a different shopping experience from buying in-store. In particular, please be aware that: (i) the colors of goods as shown on the Services will depend on many factors – including your display settings; (ii) the actual sizes and shapes of the goods may differ from how they appear on your screen; (iii) pictures and images on the Services are for illustration purposes only – for an accurate description of any item and details of what is included with the item, please refer to the corresponding written description; (iv) all goods are subject to availability and We may not be able to supply your order; (v) We will do our best to arrange delivery of your goods within a reasonable time of ordering and the ship date as set out in the shipping confirmation email, but please note that all tracking information is provided to Us by our delivery service provider and are estimates of delivery only (more information about delivery is provided below); (vi) not all goods and promotions that are offered on the Services will be available in-store, and vice versa. We reserve the right to adjust prices, goods and special offers at our discretion and (vii) virtual model may distort or otherwise not provide an accurate representation of the product and its color(s), textures, size as well as your face and facial features and the fit of the glasses.

c. If at any time you have any questions or concerns, please contact us at the information found at the following [link](#).

2. **PURCHASING GOODS**

a. **Placing your Order**

i. Once You have selected the goods which You would like, You will be asked to register your personal details with us by completing a registration form. Registration is not required; however We encourage registration in order to facilitate the checkout process during future orders on the Services.

ii. By placing an order with us, You represent and warrant that You are legally capable of signing binding agreements.

iii. When You place an order for goods via the Services, your order constitutes an offer to purchase goods from us. Where You order more than one item, your order comprises a series of offers for each item individually.

iv. After placing an order with us, you will access an order confirmation webpage and receive an order confirmation email (together the "Order Confirmations"). The Order Confirmations set out the final details of the order which you have submitted to the Services. Please take care when placing your order, as you will be unable to add to or amend your order after we send the Order Confirmations.

v. By placing an order with us, you represent and warrant that you are legally capable of signing binding agreements

b. **Order Acceptance**

i. Although we hope to be able to supply all goods ordered, we reserve the right, at our sole discretion, not to accept any offer. Should we reject your order, we will notify you as soon as reasonably possible (and, if payment has occurred, we would refund your payment).

c. **Payment**

i. We will take payment from your credit, debit card, gift card, Paypal account and other future forms of payment available at the time your order is shipped. You will receive an email or post mail detailing what items have shipped from your order (the "Invoice Email"). If your order is split into multiple shipments, we will charge you only for the items actually shipped at that time.

ii. Except where otherwise set out in these Terms of Sale, the price payable by you for the goods is the price given by the Services at the time you place your order. Applicable taxes and the delivery fee will be added at the time you place your order, but will not affect the base price of the goods.

d. **Shipping and Delivery**

i. After we send you your Order Confirmation e-mail, we will send you a separate Shipping Confirmation email. The Shipping Confirmation email will include a tracking number that you may use to track your order on our delivery service provider's website and obtain an estimated delivery date.

ii. The goods will be delivered by a delivery service provider to the delivery address specified by you during the order process. Once the goods have been delivered to the address you provided, you become the owner of those goods and from that point they will be at your risk. This means you will be liable for any subsequent damage, loss or destruction.

CostaDelMar.com orders can be shipped within the United States. Please allow up to 3 business days for your order to process before it ships and 2 more days for delivery. We do our best to ensure timely deliveries, but please note that shipments can occasionally be delayed due to major holidays or unforeseen circumstances. Tracking numbers will be provided for all orders.

3. **CANCELLING AN ORDER AND RETURNING GOODS**

a. You may cancel your order within one hour from from its reception.

b. The CostaDelMar.com return policy is simple. Within 30 days of receipt of your order, you may return a pair of qualifying Costa Sunglasses or Costa Gear in its original condition with original packaging in new and saleable condition. (Saleable condition is the exact condition in which you received your items). Returns must be shipped back within 30 days of receiving your items. FINAL SALE items are not eligible for returns. Shipping costs will not be refunded.

c. We explicitly reserve the right to reject any order or cancel any purchase at any time in the following cases, subject to any applicable refund: (i) the goods are not available/not in stock; (ii) the data you provide to us in connection with your purchase is incorrect or cannot be checked; (iii) your order is marked as suspicious or otherwise suggestive of fraud or illegality by our security systems; (iv) we have reason to believe that your purchase is intended for a further commercial activity; (v) there has been an error in the indicated price of the goods; (vi) we have reason to believe that you are under the age of majority in your jurisdiction of residence and do not have parental consent; or (vii) we cannot deliver the goods to the address you have provided.

d. If any goods, including Made to Order Goods, have been delivered and found to be wrongly described, or are damaged or faulty and we cannot remedy the fault to your reasonable satisfaction, then these goods can be returned, provided that you notify us of the alleged defect within 30 days after the goods has been received. Please read our [Returns Policy](#) for more information about returning the goods.

4. GENERAL TERMS ABOUT OUR RELATIONSHIP WITH YOU

a. **Limitation of Liability.** AS PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LUXOTTICA BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE, OR ANY GOODS PURCHASED FROM THE WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF LUXOTTICA FOR ANY REASON WHATSOEVER RELATED TO USE OF THE WEBSITE OR GOODS PURCHASED FROM THE WEBSITE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO US IN CONNECTION WITH THE SUBJECT MATTER OF THE PARTICULAR DISPUTE.

b. **Warranties.** AS PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE [WARRANTY POLICY](#): (I) THIS WEBSITE AND ALL GOODS PURCHASED BY YOU THROUGH THE WEBSITE ARE PROVIDED ON AN "AS-IS" BASIS; AND (II) LUXOTTICA MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE WEBSITE OR ANY GOODS PURCHASED BY YOU THROUGH THE WEBSITE FOR ANY PURPOSE, AND EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

c. **Events Beyond Our Reasonable Control (Force Majeure).** We will not be responsible for any delay or failure to comply with these Terms of Sale or the Additional Policies if the delay or failure arises from any event which is beyond our reasonable control. Such events would include (but are not limited to) fires, floods, earthquakes, storms, natural disasters, war, civil unrest, pandemics, acts of terrorism or malicious damage to or destruction of our premises, equipment or goods or by reason of any act done pursuant to a trade dispute or shortages of labor.

d. **Waiver.** Delay in our exercising or our failure to exercise any right or remedy under these Terms of Sale, shall not constitute a waiver of our rights and remedies under these Terms of Sale.

e. **Invalidity.** In the event that one or more of the terms set out in these Terms of Sale or in the Additional Policies is held to be invalid by a competent authority, the remaining terms of the Terms of Sale and the Additional Policies shall continue to have effect and you will still be bound by them.

f. **Privacy.** Personal information, such as your contact details, that you provide to us during the order process will be kept and used by us in accordance with our [Privacy Policy](#)

g. **Governing Law.** This agreement and all rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. The parties agree to submit to the

personal jurisdiction and venue of the state and federal courts of the State of New York within New York County.

5. **ELECTRONIC RECEIPT OF COMMUNICATIONS.**

a. **Your consent to receipt of electronic communications** Your Consent. To the extent permitted by applicable law, you consent to electronically receive all records, notices, statements, communications, and other items for all services provided to you under these Terms and in connection with your relationship with us, including without limitation, the HIPAA Notice of Privacy Practices (collectively, "Communications") that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing, you represent that you have read and understand this consent to use electronic signatures and to receive Communications electronically.