



THE DIVINE CLUB MEMBERSHIP AGREEMENT

COMPANY: Divine Family Eyecare, Inc., 2696 Crossroads Plaza Dr., Columbus, Ohio 43219]

CUSTOMER NAME: _____

ADDRESS: _____

MEMBERSHIP LEVELS:

BRONZE: \$9.99 per month

SILVER: \$19.99 per month

GOLD: \$29.99 per month

Terms :

Membership payments will accumulate as a credit on the customer's account. The balance can be used at any time for the payment of products and services from Divine Family Eyecare. The balance can be used for copays, eyeglasses, contact lens, exams, or any other service offered by Divine Family Eyecare. As a benefit of membership, the member will receive a 10% off club discount on all exam and prescription eyewear, priority scheduling, free 1 year warranty on prescription eyewear, special monthly promotion, additional health screeners including free retinal photos. Contact lenses are excluded from the club discount.

Refund:

All membership dues paid but not redeemed can be refunded minus a 10% administration and processing fee.

Customer can upgrade or downgrade membership at any time. Customer may also cancel at any time. Products purchased with the membership will follow Divine Family Eyecare's refund policy. Membership is only good at Divine Family Eyecare. Membership will renew automatically until cancellation.

DISCLAIMERS AND SPECIAL TERMS

Customer Representation – The Customer acknowledges that it has not relied on, and Divine Family Eyecare has not made, any representations or warranties with respect to the quality or condition of the services, and it is purchasing the products and/or services on an “as is” basis. Divine Family Eyecare expressly disclaims all warranties, whether express or implied, including any implied warranty of merchantability or fitness.

Force Majeure – Divine Family Eyecare shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond the reasonable control of Divine Family Eyecare, including but not limited to, natural calamities, pandemic, political disturbances, war, riot, and hostile situations, major internet disruptions and change in law or government interventions.

Limitation of Liability – Divine Family Eyecare will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other forms of action) and irrespective of whether Divine Family Eyecare has been advised of the possibility of any such damage. In no event will Divine Family Eyecare’s liability exceed the Purchase Price paid by the Customer to Divine Family Eyecare for the products and/or services giving rise to the claim or cause of action.

No Assignment – Neither Party may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.

Preference Regards to Jurisdiction:

The United States, State of Ohio

Governing Law: The Agreement shall be interpreted in accordance with the laws of the State of Ohio, the United States.

Dispute resolution mechanism: The local courts of Ohio shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with the Agreement.

ON BEHALF OF THE CUSTOMER

**ON BEHALF OF DIVINE FAMILY
EYECARE**

(Signature)

(Signature)

[Insert Name]

[Insert Name]

[Date]

[Date]

