

Kara.Vision Terms & Conditions

Kara.Vision - Terms and Conditions Effective Date March 1, 2023

Welcome to Kara.Vision. We provide intuitive services to private parties and related services.

DISCLAIMER

The information provided by Kara.Vision is for informational purposes only, and does not constitute legal, psychological, medical, business, or financial advice. You are responsible for your own choices and how you choose to use the information provided to you by Kara.Vision. We bear no responsibility for your use of the information provided to you. You understand and agree that services are provided for entertainment purposes only and are not intended to substitute for professional legal, financial, or medical advice and/or mental health care.

YOU AGREE THAT YOUR USE OF THE SERVICES OR INFORMATION PROVIDED BY KARA.VISION IS NOT PRIVILEGED UNDER ANY LEGAL DOCTRINE, INCLUDING THE DOCTOR-PATIENT PRIVILEGE.

BINDING AGREEMENT

This is a binding agreement. By registering with Kara.Vision, you agree to abide by these Terms & Conditions (“Terms”). YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

REGISTRATION

REGISTRATION. You are not required to register with the website to view it. However, a registration process may be required for security and privacy, and appointment booking purposes. When you open an account to use or access the website, you must complete the registration process by providing the complete and accurate information requested on the registration form. You may be asked to provide a username and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Kara.Vision immediately of any unauthorized use of your account, username, or password. Kara.Vision shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge.

CANCELLATIONS AND REFUNDS

Our Cancellation and Refund policy is available on the [Policies](#) Tab of the website, and is incorporated by this reference into this Agreement.

THIRD-PARTY SERVICES

Kara.Vision may integrate with third-party services to improve your experience. These may include payment processing, booking appointments, and other types of services. We make no representations or warranties regarding those services. By utilizing third-party services through Kara.Vision, you agree to comply with all terms and conditions of the provider as set forth during the registration process or as otherwise communicated to you.

YOU WILL PROVIDE ACCURATE AND TRUTHFUL INFORMATION

In all instances, you agree to provide accurate and truthful information when utilizing Kara.Vision's services, or any third-party provided services through Kara.Vision. Your failure to do so is a material breach of this agreement and may result in suspension or termination of your account, in our sole discretion, or legal action as appropriate.

COMPLIANCE WITH LOCAL LAWS

We are based in the State of California, United States, and make no representations regarding the legality of your use of our services in any other jurisdiction. You agree that you will comply with the laws of your jurisdiction, and that you are solely responsible for your activities while using our services.

ALLOWED AND PROHIBITED ACTIVITIES

- You will not employ automated processes to scrape or compile information from the Kara.Vision website.
- You will not take any action designed to, or likely to, result in harm to Kara.Vision or its business or website.

TERMINATION OF YOUR ACCOUNT

We reserve the right to terminate this agreement and cancel or suspend your account if you breach any Term of this agreement, including failure to pay fees when due, or for any reason if deemed in the best interests of our clients, the public, or Kara.Vision.

OWNERSHIP AND LICENSES

Kara.Vision holds all rights to its content, designs, and branding related to its business operations, and no other license is granted to you except to the extent required for you to utilize our services.

NO WARRANTIES. KARA.VISION DISCLAIMS ALL WARRANTIES. KARA.VISION IS MAKING THE SITE AND ITS SERVICES AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, KARA.VISION EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT. WE DO NOT WARRANT THAT THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE

OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITED LIABILITY. KARA.VISION'S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY KARA.VISION. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

INDEMNITY

You agree to indemnify Kara.Vision for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Kara.Vision; its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of our services, your violation of these Terms, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. We will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

GOVERNING LAW AND JURISDICTION

These Terms shall be construed in accordance with and governed by the laws of the United States and the State of California. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in San Diego, California, in all disputes arising out of or related to the use of our website or services.

SEVERABILITY

If a court of competent jurisdiction finds any part of these Terms & Conditions to be unenforceable, all other Terms will remain unaffected and in full force and effect. No waiver or failure to enforce any breach of any provision of these Terms shall constitute a waiver of any other breach of these Terms.

MODIFICATIONS

Kara.Vision may at any time revise these Terms & Conditions, or modify or discontinue any of the services it provides. Any such changes will be effective upon notice to existing users with registration access. If you do not expressly assent to updates to these Terms as requested, you will remain bound by the Terms in place as of the date you first agreed to them.

ACKNOWLEDGEMENT. BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.