

# EYERISING INTERNATIONAL PTY LTD

ACN 641 925 206

## Subscription Service Terms and Conditions

**Effective Date:** 1 June 2026

### 1. Definitions and interpretation

1.1 In these terms and conditions:

- **“Account:** means the account established by You on subscribing for a Subscription Plan which will include Your personal details, Payment Method and the Subscription Plan.
- **“Device”** means a unique device designed to improve eye health.
- **“You or Your”** means the person who established the Account and is purchasing the Device identified in Your order.
- **“Us, Our or We”** means Eyerising International Pty Ltd ACN 641 925 206 of Suite 2.05 9-11 Claremont Street, South Yarra VIC 3141, Australia.
- **“Payment Method”** means the credit card nominated on creating Your account (including as updated by You from time to time) for payment of the Subscription Fee.
- **“Subscription Plan”** means a plan selected by You to activate the Device to enable it to deliver redlight therapy for an agreed period at an agreed Subscription Fee.
- **“Subscription Fee”** means the total amount payable by You under Your chosen Subscription Plan.
- **“Terms and Conditions”** means these terms and conditions.
- **“Third Party Links”** means links or references to other websites that are not controlled by Us.

1.2 In the interpretation of these Terms and Conditions:

- “Including” and similar expressions are not words of limitation.
- Words importing the singular include the plural and vice versa.
- Headings are for convenience only and do not affect interpretation.

- Reference to any Statute or Act of any Parliament or to any section or provision thereof shall be read as a reference to that Statute, Act, section or provision as amended or substituted and includes all regulations and orders made thereunder.
- Words referring to a person or persons includes companies, firms, corporations, organisations and vice versa.
- The Terms and Conditions shall not be interpreted against Us merely because We caused the preparation of these Terms and Conditions.

## 2. About this Subscription Plan

These Terms and Conditions govern Your Subscription Plan and are entered into on the express condition that You accept and agree to these Terms and Conditions. By subscribing for a Subscription Plan and/or establishing an Account, you agree to be bound by these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and Your Subscription Plan, Your Subscription Plan applies to the extent of that inconsistency.

You agree to act in accordance with these Terms and Conditions, Your Account and Your Subscription Plan, including without limitation that You will not to misuse Your Account or the Device.

## 3. Essential Terms of Your Subscription Plan

- 3.1. **Term of Subscription Plan:** Unless otherwise stated and agreed by Us, Your Subscription Plan is for the term which You selected on creating Your Account.
- 3.2. **Payment:** You agree to pay Us the Subscription Fee for Your chosen Subscription Plan in advance for the term of Your Subscription Plan, in accordance with the terms of Your Subscription Plan or as otherwise indicated by Us to You in writing. You acknowledge that Your obligations to make payment may include requirements for You to make payment of amounts due and payable to third parties in accordance with Your arrangement with Us.
- 3.3. **Your Information:** You warrant that all information provided by You to Us on subscribing for Your Subscription Plan and creating Your Account is true, accurate, and complete and You agree that You have an ongoing obligation to promptly inform Us if any information becomes incomplete, inaccurate, or out of date. You indemnify Us in respect of any actual or potential claim or liability arising from incomplete, inaccurate or out of date information that You provide Us.
- 3.4. **Default in Payment:** If we do not receive the Subscription Fee in accordance with the terms of Your Subscription Plan (including if You direct Your financial institution to stop or block payments), We reserve the right to cancel Your Subscription Plan without notice to You.
- 3.5. **Review of Subscription Plan:** The subscription plans offered by Us will be reviewed annually, if You renew Your Subscription Plan it may be at a different price or on different

terms (and by renewing Your Subscription Plan You agree to the terms of that renewed Subscription Plan).

## 4. GST and Tax

You are liable for any GST and all country, provincial, government, state and local sales, use, goods and services, value added, excise and other levies or taxes. These taxes are included in Your Subscription Fee.

## 5. Payment Terms

- 5.1. By registering Your Account and providing Us with the details of Your Payment Method, You authorise Us to charge Your Payment Method the Subscription Fee in accordance with the terms of Your Subscription Plan.
- 5.2. Your Subscription Fee must be paid within seven (7) days of the due date. If payment is not received within this timeframe, We may cancel Your Subscription Plan.
- 5.3. Payment must be made from the credit card You nominated on enrolment for the Subscription Plan.

## 6. Renewal of subscription plan

- 6.1. Subject to clause 6.2 at the end of the term of Your Subscription Plan will cease.
- 6.2. If the autorenewal option was ticked when registering Your Account, unless You expressly cancel or opt-out of the Subscription Plan will automatically renew for the same duration on the terms and conditions that are offered by Us at the time of renewal.
- 6.3. Prior to the end of Your Subscription Plan, You can select any of the available subscription plans then on offer and renew or untick the autorenewal option.
- 6.4. If You renew Your Subscription Plan, it will be on the on the terms and conditions then offered by Us at the time of renewal.
- 6.5. An email reminder of the auto-renewal will be sent to You at least 14 days before the current Subscription Plan period ends.
- 6.6. If Your Subscription Plan is renewed, You will be deemed to have agreed to the terms and conditions of Your Subscription Plan that are offered by Us at the time of renewal.

## 7. Cancellation and refunds

Once You have selected a Subscription Plan it cannot be terminated by You prior to the end of the

relevant term (including any renewed term) and there is no right to a partial or full refund of the Subscription Fee once paid. For the avoidance of doubt there is no obligation to renew Your Subscription Plan once it has expired. We may terminate your Subscription Plan early in certain circumstances, including but not limited to due to misuse by You of Your Account or the Device, or due to safety or other concerns.

## 8. Free trials and discounts

A Subscription Plan may include a discretionary sign on discount or free trial period, the details of which will be provided upon contact with Us. Such discount or free trial period is non-transferable and non-redeemable for cash. We are not required to offer or provide any sign on discount or free trial period.

## 9. Use of information provided

- 9.1. Any information or advice provided to You by Us is for Your exclusive Use only. It may not be disclosed to any third Party without Our express prior written consent. You must refrain from using the information or advice provided to gain a commercial advantage.
- 9.2. Any data collected from the use of the Device may be provided to the clinician specified in Your Account. Any data collected may also be provided by Us as agreed by You.
- 9.3. You acknowledge and agree that We may collect, analyse, and use compliance data and other information generated from Your use of the Device and the Subscription Plan. Further details are contained in Our privacy policy available at the following link:

[eyerisinginternational.com/legal](http://eyerisinginternational.com/legal)

## 10. Acknowledgement of Clinic and Distributor Compensation

- 10.1. You acknowledge that Your prescribing clinic or distributor may receive compensation from Us for providing ongoing support and services related to Your use of the Device and Your Subscription. These services may include, but are not limited to:
  - Monitoring of treatment compliance and usage data;
  - Provision of education and guidance on therapy use outside of the prescribing appointment;
  - Timely clinical intervention where required;
  - Communication and coordination of care.

You acknowledge and agree that this compensation is provided solely for legitimate, documented services rendered and not as an inducement or reward for recommending, prescribing, or continuing therapy.

- 10.2. You understand that the compensation paid to clinics or distributors by Us—whether through fee sharing or other arrangements—is intended as fair market value reimbursement for services directly supporting Your therapy. You will not be charged separately or additionally for these services except where explicitly outlined, such as for in-clinic appointments.
- 10.3. You understand that all clinical decisions, including the prescription and continuation of therapy, remain solely at the discretion of Your qualified eye care provider, based on their independent clinical judgment and Your best interests as a patient. You release us from any claim in respect of such clinical decisions.
- 10.4. We and our clinical and distribution partners are committed to transparency in compensation arrangements. You may request further information about these arrangements at any time by contacting Us at [info@eyerisinginternational.com](mailto:info@eyerisinginternational.com).
- 10.5. We reserve the right to update Our compensation models with clinics and distributors. Any such changes will not result in additional charges to You for the services described herein unless explicitly disclosed to You and agreed upon in writing.
- 10.6. These arrangements are designed to comply with applicable health and consumer protection laws, and with relevant professional guidelines and medical device regulations, including those issued by the Therapeutic Goods Administration (TGA) and Australian Health Practitioners Regulatory Agency (AHPRA) in Australia and the equivalent regulations in other jurisdictions.

## 11. Limitation of liability

- 11.1. We shall not be held liable for any loss or damage suffered by You or any other person arising from the use of the Device or resulting from inaccurate information provided by You to Us. To the maximum extent permitted by law, We expressly exclude all warranties, guarantees, representations or terms (whether express or implied) except as expressly set out in these Terms and Conditions.
- 11.2. Without limiting the clause 11.1, You agree that, to the extent permitted by applicable law We shall not be responsible or liable for any losses arising from contract, tort, negligence, or any other cause of action, or for any loss of profit, opportunity, revenue, data, or indirect or consequential loss of any kind, including loss resulting from computer viruses arising out of the use of the Device.
- 11.3. You indemnify us against any claim or liability arising from any use by You of the Device other than in accordance with the directions of use of the Device.

## 12. Communication

- 12.1 You consent to receive communications from Us, including marketing communications such as newsletters, special offers, promotional announcements, and customer surveys,

via Your registered email address as set out in Your Account. If You wish to withdraw Your consent and no longer receive such communications, please contact Us to do so.

- 12.2 You acknowledge that We may include Third Party Links. You acknowledge that these Third Party Links are provided for Your information only and that We do not support, endorse or approve such Third Party Links or make any representations, warranties or guarantees as to the accuracy, reliability, genuineness, performance, suitability or quality of such Third Party Links. You use Third Party Links at your own risk.

## 13. Assignment

- 13.1. In the event of a change of control or restructure of Us or trade sale by Us, We can assign, novate, or transfer our rights, benefits, obligations, and or liabilities under these Terms and Conditions to another person without Your consent or prior notice to You, provided that person agrees to assume those rights, benefits, obligations, and or liabilities.
- 13.2. Without our prior written consent, You cannot transfer Your rights and obligations under these Terms and Conditions.

## 14. Force Majeure

Neither Party will be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the Party so delaying, and such Party will be entitled to a reasonable extension of time for the performance of such obligations.

## 15. Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the laws of Victoria, Australia and are subject to the non-exclusive jurisdiction of the courts of Victoria, Australia.

## 16. Severability

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question will not be affected.

## 17. Australian Consumer Law

You may have certain rights, warranties, guarantees and remedies under applicable law and these rights, warranties, guarantees and remedies may not be restricted, modified or excluded by Us. Our liability to You is governed solely by these Terms and Conditions and applicable law.

## 18. No Waiver

If We fail to enforce any provision of these Terms and Conditions, such failure shall not constitute a waiver of any future enforcement of that provision or of any other provision.