

Terms and Conditions

Last Updated: June 25, 2025

Please read these Terms and Conditions ("Terms") carefully before using the website operated by the **Opticians Association of Pennsylvania** ("OAP," "we," "us," or "our") located at <https://www.opticiansofpa.org> (the "Site").

By accessing or using the Site, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the Site or any services provided through it.

1. Eligibility and Acceptance of Terms

By using this Site, you represent that you are at least 18 years of age and legally capable of entering into binding agreements. If you are using this Site on behalf of an organization, you represent that you are authorized to do so.

Your continued use of the Site constitutes your acceptance of these Terms and any updates to them.

2. Memberships, Purchases, and Transactions

To purchase memberships, sponsorships, register for events, or make other transactions on the Site, you may be required to provide personal and payment information. You agree that all information you provide is accurate, complete, and current.

We reserve the right to refuse or cancel any transaction for reasons including, but not limited to: product or service availability, errors in pricing or descriptions, suspected fraud, or violation of these Terms.

3. Account Registration and Responsibilities

If you create an account on the Site:

- You must provide accurate and complete information.
- You are responsible for maintaining the confidentiality of your account and password.
- You accept responsibility for all activities that occur under your account.

We reserve the right to suspend or terminate accounts suspected of misuse or fraud.

4. User-Generated Content

You may have the opportunity to post, upload, or share content such as profiles, comments, photos, or videos (“Content”). By submitting Content, you grant OAP a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute your content for purposes related to OAP's mission and services.

You are solely responsible for your Content and affirm that:

- It does not infringe on any intellectual property or privacy rights.
- It complies with all applicable laws.
- It does not contain offensive, defamatory, or unlawful material.

We reserve the right to remove or moderate content at our discretion.

5. Intellectual Property

All content and materials on the Site, including but not limited to text, graphics, logos, images, videos, and software, are the property of OAP or its licensors and are protected by copyright, trademark, and other intellectual property laws.

You may not copy, reproduce, distribute, or create derivative works from any materials without prior written permission from OAP.

6. Third-Party Links

Our Site may contain links to third-party websites or services that are not owned or controlled by OAP. We are not responsible for the content, privacy policies, or practices of any third-party sites. Accessing such sites is at your own risk.

7. Termination of Access

We reserve the right to suspend or terminate access to the Site or services at any time, without prior notice, for any reason, including breach of these Terms.

Provisions that survive termination include, but are not limited to: ownership rights, warranty disclaimers, indemnity, and limitations of liability.

8. Disclaimers

The Site and its content are provided “as is” and “as available” without warranties of any kind, express or implied. We make no guarantees regarding:

- The accuracy, completeness, or reliability of information on the Site
- The availability or operation of the Site without interruption or error
- The security of user-submitted data

Use of the Site is at your own risk.

9. Limitation of Liability

To the maximum extent permitted by law, OAP shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, data loss, or business interruption, arising from your use of the Site or services.

10. Indemnification

You agree to defend, indemnify, and hold harmless OAP, its officers, directors, employees, agents, and partners from any claims, damages, liabilities, and expenses (including legal fees) arising out of your use of the Site, your content, or your violation of these Terms.

11. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions. Any disputes arising from or relating to these Terms or your use of the Site shall be resolved exclusively in the state or federal courts located in Pennsylvania.

12. Changes to These Terms

We reserve the right to update or modify these Terms at any time. Material changes will be communicated via notice on the Site or through email. Your continued use of the Site following the posting of changes constitutes your acceptance of the revised Terms.

13. Contact Us

If you have any questions about these Terms and Conditions, please contact us at:



opticiansofpa@gmail.com



<https://www.opticiansofpa.org>