

# Conditions of Participation

## The Refractive Surgery Alliance: Refractive Surgeons Committed to the Advancement of Refractive Surgery

WHEREAS selected refractive surgeons have agreed to join together to provide leadership for the growth and development of refractive surgery, under the banner of the “Refractive Surgery Alliance Society”; and

WHEREAS the Refractive Surgery Alliance develops initiatives and programs of interest to other surgeons, patients, the refractive surgery and vision care industry and other parties; and

WHEREAS the Refractive Surgery Alliance Society has already developed Guidelines, and may promote other Guidelines, to foster growth of the refractive surgery and vision care industry, and

WHEREAS the success of the Refractive Surgery Alliance requires collaboration among the members and a cooperative support of the organization, which may at times require certain information to be held confidential;

NOW THEREFORE, in consideration of the shared goals of the Refractive Surgery Alliance, you agree to the following, as a condition of participation in the Refractive Surgery Alliance:

### 1. Purpose

The purpose of the Refractive Surgery Alliance is:

- To bring the benefits of refractive surgery to more people, through collaboration.
- To create an alliance of refractive surgeons to provide the leadership to advance refractive surgery through education, research, management, patient care and other activities.
- To grow refractive surgery by growing each member’s practice.

You agree to actively participate in and support the activities of the Refractive Surgery Alliance, and not to impair the abilities of the Refractive Surgery Alliance to achieve this purpose.

### 2. Confidential Information

#### a. Definition

The Refractive Surgery Alliance develops programs, teaching materials, initiatives, concepts, and other intellectual property with the intent of positively impacting refractive surgery. During the development of these ideas, the Refractive Surgery Alliance Executive Committee may, from time to time, designate certain information to be confidential. Any information so designated will be clearly identified as such, with a description of the information provided in the proceedings and/or minutes of Refractive Surgery Alliance meetings.

#### b. Protection

As a condition of participation in the Refractive Surgery Alliance, you agree that any such information will be held confidential and not shared with persons who are not members of the Refractive Surgery Alliance, until such time as the Refractive Surgery Alliance Executive Committee agrees that the information is no longer confidential.

c. Scope

This restriction on disclosure of Confidential Information shall not extend to your own medical practice. You are encouraged to apply any and all ideas brought forward by the Refractive Surgery Alliance that you deem worthy of application in your own practice, without restriction.

d. Changes

Refractive Surgery Alliance shall have the right to change and/or add to these Terms of Participation at any time. These Terms of Participation shall be immediately and automatically revoked and replaced upon publication of revised Terms of Participation, whether or not User acknowledges notification of, or receipt of, the revised Terms of Participation.

3. Participation

a. You agree to participate in the activities of the Refractive Surgery Alliance, including but not limited to some or all of the following: Email Forum discussions, meetings, Symposia, committees and RSA initiatives. You agree that participation is required for maintenance and renewal of membership in the RSA.

b. You agree to respond to communications from other RSA member within 24 hours, or as soon as practicable, even if only to acknowledge receipt of the correspondence.

c. You agree not to use information obtained through RSA activities to compete with or otherwise interfere with another RSA member.

d. You agree to pay all dues and other fees in a timely manner and that failure to pay dues may result loss of RSA membership and all privileges associated with membership, including but not limited to attendance at events, participation in the email Forum, and access to RSA Preferred Vendor pricing.

e. You agree to visit the practice of at least one RSA member per year and to accept visits from other RSA members to your practice, as much as practicable, and to share your knowledge about refractive surgery and the business of refractive surgery freely with other RSA members.

e. You agree to abide by the Guidelines issued by the Refractive Surgery Alliance.

f. You agree to promote refractive surgery for appropriate patients, in your community, and among your colleagues, and you pledge to provide accurate information about

refractive surgery and to dispel myths about refractive surgery, as much as is practicable.

f. You acknowledge your awareness and acceptance of the Refractive Surgery Alliance Society By-Laws.

#### 4. Limitations, Exclusions and Indemnification

a. You acknowledge that the Refractive Surgery Alliance Society is an industry membership organization. It is not a regulatory body or an accreditation organization. Membership in the Refractive Surgery Alliance Society does not guarantee financial return, practice success, or other protections or benefits.

b. You hereby agree to defend, indemnify and hold harmless the Refractive Surgery Alliance Corporation and the Refractive Surgery Alliance Society, and its directors, executive committee, officers, employees, programmers, agents, representatives, and affiliates (collectively, "Indemnified Parties") from and against any and all claims, suits, actions, losses, liabilities, costs, expenses, fees (including, but not limited to, reasonable attorneys' fees), and damages that may arise from your, your agents' or employees' breach of any of the terms and conditions of this Agreement and from any activity related to or extending from your using or participating in the Refractive Surgery Alliance Society products and services.

c. The Refractive Surgery Alliance Society is a wholly-owned subsidiary of the Refractive Surgery Alliance, Inc., a Delaware C-corporation.

#### 4. Penalties for Violations

Violations of the terms in this agreement may result expulsion from the organization, with exclusion from further participation in the Refractive Surgery Alliance, as determine at the sole discretion of the Refractive Surgery Alliance Executive Committee.

Nothing in this agreement shall restrict the rights of individuals in the Refractive Surgery Alliance from pursuing further legal recourse in the event of violations of these Conditions of Participation.

No refund or additional fees or payments of any kind shall be due to the expelled party in the event of expulsion.

As a Member of the Refractive Surgery Alliance, I affirm that I have read and agree to be bound by these Conditions for Participation in the Refractive Surgery Alliance Society.

END