

# Conditions of Participation

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

Last Updated December 2, 2024

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 industry, and other parties; and

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

WHEREAS the success of the Refractive Surgery Alliance requires collaboration among the members and 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 Chairman or members 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 Society, you agree that any such information will be held confidential and not shared with persons who are not members of the

Refractive Surgery Alliance Society until such time as the Refractive Surgery Chairman 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.

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 the maintenance and renewal of membership in the RSA.

b. You agree to respond to communications from other RSA members 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 in loss of RSA membership and all privileges associated with membership, including but not limited to attendance at events, participation in the email Forum, access to RSA Preferred Vendor pricing, and delisting on the RSA web page.

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 Chairman.

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.

In the event of expulsion, no refund, additional fees, or payments of any kind shall be due to the expelled party.

I affirm that I have read and agree to be bound by these Conditions for Participation in the Refractive Surgery Alliance Society by way of my participation in the Refractive Surgery Alliance Society as evidenced by my bio page listing on the RSA website, my enrollment to the RSA Physician Email Forum.