

# Effective January 2017

## 1. WEBSITE TERMS OF USE

These website terms of use (the "Terms of Use"), set out the terms covering the personal use (by members, member's dependents or non-registered visitors) or business use (by registered eye care professionals) of our website <https://vsp-uk.co.uk> (our "Site"). Please read these Terms of Use carefully before you start to use our Site. By using (or continue to use) our Site, you indicate that you accept these Terms of Use and that you agree to abide by them. If you have any queries or comments in relation to the Terms or the Use of our Site, you can write to us at The Broadgate Tower, 20 Primrose Street, London EC2A 2RS, United Kingdom, or email us at [UKMember@vsp.com](mailto:UKMember@vsp.com).

## 2. INFORMATION ABOUT US

This Site is operated by VSP Vision Care UK LTD (we, us, our or VSP UK).

VSP Vision Care UK LTD is registered in the UK under company number 07000582 with registered office at The Broadgate Tower, Third Floor, 20 Primrose Street, London, EC2A 2RS, United Kingdom.

Our VAT number is 991784267.

We may change or update our Site and the information on our Site without notice.

We may revise these Terms of Use and any other legal notice on the Site (including the privacy notice) at any time at our discretion. All changes will be effective when posted on the Site.

Users of our Site are expected to regularly check these Terms of Use for changes as they are binding on you.

## 3. ACCESS AND USE OF OUR SITE

Some parts of our Site are only accessible to users who have registered with us.

If you are a member and elect to become a registered user, you will be able to take advantage of the restricted non-public sections of our Site and the member-specific functionalities allowing you to (a) review your personal vision care entitlements and coverage details and that of your dependents (if applicable); (b) review the specifics of the products and/or services you received as part of your vision care treatment; and, to (c) file a claim for reimbursement of any costs or expenses you incurred in relation to obtaining vision care treatment.

If you are an eye care professional and an accredited member of our network and elect to become a registered user, you will be able to take advantage of the restricted non-public sections of our Site and the provider-specific functionalities allowing you to manage, administer, coordinate and review the provision of our member's entitlements and to process and administer claims you submit on our member's behalf and to reimburse you in relation to covered services and/or products subject of that claim.

If you become a registered user, you will be provided with a User ID, password and other information relating to the use of login credentials and other security features. You must treat your login credentials and such other information as confidential and you must not disclose it to any third party. You are responsible for ensuring that the details provided by you on registration are correct and complete, and for informing us of any changes to the information provided.

We have the right to disable your access to the Site at any time without notice and without any liability, if in our opinion, you have failed to comply with any of the provisions of these Terms of Use or if we believe that your conduct or the conduct or any person with whom we reasonably believe you acted in concert with, or the user content you

provide, violates or is inconsistent with these Terms of Use or violates the rights of VSP UK or another user of our Site. Any limitations on our liability will survive such termination.

If you do not wish to become a registered user your access to our Site will be restricted to the public sections of our Site only.

## **4. CONTENT**

Unless expressly indicated otherwise, all information on the public sections of our Site about our products and/or services is provided for information purposes only. We have taken reasonable steps to ensure that the information on our Site is accurate and timely. Nevertheless, we recommend that you do not rely solely on the information presented on our Site. We assume no responsibility for any errors or omissions on our Site or for the accuracy, truthfulness or information on our Site.

Health information content appearing on our Site is not intended as, and shall not be received or construed as medical advice or patient-material and is not a substitute for seeking advice from a medical practitioner, an eye care professional or other licensed health care professional. Information and statements about products or services are not intended to be used to diagnose, treat, cure or prevent any disease or health condition.

## **5. COPYRIGHT AND TRADEMARKS**

The name VSP Vision Care UK LTD and its registered logo(s), trade- and service mark(s) are our sole property and no permission is given in respect of their use. The Site and its contents are protected by US and international copyright laws and other intellectual property rights. Unless otherwise indicated, we are the owner of the copyright and all other intellectual property rights in the Site and its contents. Save as set out below, no part of the Site or the information on this Site may be reproduced, modified, copied or used for any commercial purpose without our prior written permission.

If you are a member, you may retrieve and display the content of the Site on a computer screen, print off or download extracts of page(s) from our Site for your or your dependent's personal use as further described in paragraph 3 (Access and Use of our Site) above, provided you keep intact all and any copyright and proprietary notices.

If you are an eye care professional and an accredited member of our network, you are allowed to use the Site and its contents for the limited business use as further described in paragraph 3 (Access and Use of our Site) above, provided you keep intact all and any copyright and proprietary notices.

If you print off, copy or download any part of our Site in breach of these Terms of Use, we reserve the right to immediately terminate your access to our Site, and at our demand, you must return or destroy any copies of materials, contents or information you may have made.

## **6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

VSP UK provides the Site and the information contained therein without any guarantees or warranties. To the extent permitted by law, VSP UK and the other VSP Global group of companies and their respective officers, directors, employees, shareholders or agents expressly exclude all liability and responsibility for loss or damage of whatever nature including any special, indirect or consequential damages resulting from your access to or use of this Site, or reliance on the Site, regardless of whether such loss or damage would arise in the ordinary course of events or otherwise, is reasonably foreseeable or otherwise, or is caused by any error or omission in the Site (whether negligent or not). Nothing in these Terms of Use shall affect our liability or that of the other VSP Global group of companies and their respective officers, directors, employees, shareholders or agents arising from death or personal injury caused by our or their negligence or any other liability which may not be excluded or limited by law.

As we try our best to exclude viruses or other malware from the Site, we do not accept any obligation, give no assurance and assume no liability or responsibility (whether express or implied) in relation to viruses or other malware transmitted to your computer or mobile device as a result of accessing and/or use of our Site or any

damages as a result thereof. You should take all appropriate safeguards before using the Site or downloading content from the Site.

## 7. LINKS

Links from our Site to other websites are provided as a convenience and do not necessarily reflect our views or opinions. Links to such websites do not in any way suggest our endorsement of any product or service specified therein. VSP UK does not accept any obligation, give no assurance, and assume no liability or responsibility (whether express or implied) for the manner in which these third parties operate their websites or the contents contained on those websites and we recommend that you review such third party's terms of use and related legal notices.

## 8. PRIVACY, SECURITY AND USE OF COOKIES

Please review our [Privacy Policy](#) to understand how VSP UK collects, uses, stores and shares your personal data when you access and/or use the Site.

## 9. PROTECT YOUR CREDENTIALS

Users are responsible for safeguarding their login credentials, including the responsibility to not improperly disclose or allow the disclosure of their login credentials to unauthorized persons. If you suspect that your login credentials have been compromised, please notify VSP UK immediately.

## 10. WEBSITE AVAILABILITY

While we endeavor to ensure that this Site is normally available 24 hours a day, we shall not be liable if for any reason this Site is unavailable at any time or for any period.

Access to this Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## 11. UNACCEPTABLE BEHAVIOUR

You will not, and will not authorize anyone else to:

- upload, e-mail or otherwise transmit to the Site any material that is:
  - confidential or proprietary to you or any other person or entity, or that you do not have the right to disclose to us;
  - unlawful, harmful, threatening, abusive, harassing, vulgar, obscene, defamatory, hateful or invasive of the rights of any other person or entity;
  - likely to infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property right of any other person or entity; or
  - a virus, worm, Trojan horse or any other malware that is likely to disrupt, overload, harm or impair the functioning of the Site.
- attempt to impersonate any other person, or otherwise misrepresent your identity, qualifications, affiliations or any other information about you;
- attempt to disrupt, overload, harm or impair the functioning of the Site; or
- engage in any conduct that is unlawful, disruptive or otherwise inappropriate.

## 12. GOVERNING LAW

The Terms of Use and your use of this Site shall be governed by the laws of England and Wales without regard to its conflict of laws doctrine. Any dispute, controversy or claim that may arise out of or in connection with your use of our Site and/or these Terms of Use, or the breach, termination or invalidity thereof which cannot be resolved by the parties in good faith, shall be submitted to the exclusive jurisdiction of the courts in England and Wales, save that we may take action in any appropriate jurisdiction to protect its intellectual property rights or to recover any amount owed to us.

## **13. GENERAL**

If any provision of the Terms of Use is deemed unlawful, void or for any other reason unenforceable then that provision shall be deemed severed from the Terms of Use and shall not affect the validity and enforceability of any remaining provisions.