

# Terms of Service

## 1. TERMS OF WEBSITE USE

These Terms of Use (together with the documents referred to in it), set out the terms covering your use of our websites [vsp-uk.co.uk](http://vsp-uk.co.uk) and [vsp-unitedkingdom.co.uk](http://vsp-unitedkingdom.co.uk) (our site), whether as a visitor or a registered user. Please read these Terms of Use carefully before you start to use our site. By using our site, you indicate that you accept these Terms of Use and that you agree to abide by them. Our site, these Terms of Use and the information provided on it are for use in the United Kingdom only. Persons located outside must refrain from using our site.

## 2. INFORMATION ABOUT US

VSP-UK.CO.UK is a site operated by VSP Vision Care UK LTD (we, us, our or VSP UK). We are registered in England and Wales under company number 07000582, and have our registered office at The Broadgate Tower, 20 Primrose Street, London EC2A 2RS. Our FCA register number is 203120 and our Data Protection number is Z2027437. We reserve the right to change these Terms of Use at any time at our discretion. Users of our site are expected to regularly check these Terms of Use for changes as they are binding on you.

## 3. ACCESSING OUR SITE

From time to time, we may restrict access to some parts of our site, to users who have registered with us. If you choose, or you are provided with, a user ID, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. We have the right to disable any user ID at any time, if in our opinion, you have failed to comply with any of the provisions of these Terms of Use. When using our site, you must comply with the provisions set out in section 12 (Acceptable Use of Our Site) below.

## 4. CONTENT

Unless otherwise stated, a number of areas on our site are for information only. We have taken reasonable steps to ensure that the information on our site is accurate and timely. We assume no responsibility for any errors or omissions on our site or for the accuracy, truthfulness or content of our site or of other sites linked to our site and no reliance by a visitor to our site should be placed on the material or content found on our site or by anyone who may be informed of its contents. 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 medical advice from a doctor or other qualified medical provider.

## 5. COPYRIGHT AND TRADEMARKS

The name VSP Vision Care UK LTD and its registered logo(s), service mark(s), and trademark(s) may not be used in any advertising or publicity without our prior explicit written permission.

VSP UK is the owner or the licensee of all intellectual property rights in our site and in the material published on it. These works are protected by copyright and are intended only for use in connection with the VSP UK vision care programme(s). The publication, dissemination, distribution, copying and/or misuse of the information contained on our site by you for any purpose other than the normal and necessary use of the benefits of the VSP UK vision care programme(s) is strictly prohibited. You may print off or download extracts of page(s) from our site for your use with the VSP UK vision care programme(s) only. You must not modify either the paper or digital copies of any materials that you print off or download in any way and you must always acknowledge VSP UK as the author of material printed off or downloaded from our site. 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 cease your right to use our site, and at our option, you must return or destroy any copies of materials you may have made.

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

VSP UK makes no representations about the suitability of this information for any purpose. It is provided "AS IS" without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and other members of our group of companies, including VSP Vision Care, Inc., expressly exclude all warranties implied by law. In no event shall VSP UK, or other members of our group of companies, be liable for any special, indirect or consequential damages or any damages whatsoever resulting from use, loss of use or data, or loss of profits or reputation, whether in tort (including negligence), breach of contract or otherwise, even if foreseeable, arising out of or in connection with the use or performance of our site. Nothing in these Terms of Use shall affect our liability for any damages arising from death or personal injury caused by our negligence or from fraudulent misrepresentation.

## **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 is not responsible for the manner in which these third parties operate their websites and we recommend that you review that party's terms of use and privacy policy.

## **8. PRIVACY, SECURITY AND USE OF COOKIES**

Please review our [Privacy Policy](#) to understand VSP UK's practices. Communication between our site and user accounts is encrypted using secured socket layer (SSL) technology. Our security software is the industry standard and among the best software available today for secure transactions.

VSP UK collects information about users of our site through temporary cookies. Cookies are small, alphanumeric identifiers that are transferred to a computer's hard drive through the user's web browser, which enables VSP UK's systems to recognise the browser and provide personalised features. For detailed information on our use of cookies and how to disable cookies, please click on the link to our Privacy Policy above.

## **9. SIGNING ON TO OUR SITE**

Users of our site may choose to sign on by registering with VSP UK and will be provided with User IDs and a password of their choice to sign on to our site. If the user opts to sign onto VSP-UK.CO.UK, the user will be able to take advantage of the non-public sections of our site and of the following member-specific capabilities: (a) viewing their personal eligibility and coverage details; (b) viewing information regarding what services and eyewear they received as a result of their last Eye care Professional visit; (c) viewing benefit details regarding the user's dependants; and, (d) viewing information regarding the user's ability to file a claim for services received under the user's specific plan.

If a user opts not to sign onto our site, their access to our site will be restricted to the public sections of our site only.

## **10. PROTECT YOUR PASSWORD**

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

## **11. ACCESS AND INTERFERENCE**

You agree that you will not use any robot, spider or other automatic device, process or means to access our site. Nor shall you use any manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorised purpose without our prior express written permission. You agree that you will not use any device, software or routine that interferes with the proper working of our site nor shall you attempt to interfere with the proper working of our site.

## **12. ACCEPTABLE USE OF OUR SITE**

You may only use our site as set out in these Terms of Use. Any Illegal or unauthorised use of our site shall constitute a violation of these Terms of Use. You do not have permission to access our site in any way that violates, or in the course of violating, these Terms of Use or breaches any applicable law. You may not use our site to (a) harm or attempt to harm any minors; (b) to transmit advertising or other unsolicited promotional materials, (c) to frame or link to our site, unless expressly authorised by us in writing; (d) use of any robot, spider or other automated process on our site. It shall also be a violation of these Terms of Use: (a) for any individual (or group of individuals acting in concert) to request, more than 100 pages of content from Site in any twenty-four hour period.

## **13. SUSPECTED VIOLATION OF THESE TERMS OF USE OR LAW; INJUNCTIVE OR EQUITABLE RELIEF**

Violations of these Terms of Use, including violation of section 12 (Acceptable Use of Our Site) above, may be investigated and appropriate legal action may be taken, including civil, criminal or equitable relief. You understand and agree that in VSP UK's sole discretion, and without prior notice, we may terminate your access to our site, remove any unauthorised user content or exercise any other remedy available, if we believe that your conduct or the conduct or any person with whom VSP UK believes you act in concert with, or the user content you provide, violates or is inconsistent with these Terms or the law or violates the rights of VSP UK or another user of our site. You agree that monetary damages may not provide a sufficient remedy to VSP UK for violations of these Terms and you consent to injunctive or other equitable relief for such violations.

**Dated November, 2012**