

Roper-Hall Eye Foundation

# Website Terms & Conditions

# Roper-Hall Eye Foundation Website Terms & Conditions ([www.roperhalleyefoundation.org](http://www.roperhalleyefoundation.org))

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- i** *The Website is owned and operated by or on behalf of the Roper-Hall Eye Foundation (R-HEF). Access to and use of this Website is provided by the R-HEF subject to the following terms and conditions and our Privacy Policy.*

## Definitions

- i** *In these terms and conditions:*
  - a. *'Roper-Hall Eye Foundation' or 'R-HEF' means the Roper-Hall Eye Foundation. The R-HEF is a registered charity in England and Wales (1170780).*
  - b. *'Website' means any website under the ownership or control of R-HEF from which a link has been created to these terms and conditions and all related domain and microsites;*
  - c. *'Material' means all of the information, data, text, graphics, links, or computer code or other material published on, contained or available on the Website; and*
  - d. *'Privacy Policy' means our privacy and cookies policy*

## General


- i**
  - a. *Your use of this Website constitutes acceptance of these terms and conditions and the Privacy Policy as at the date of your first use of this Website and you agree to be bound by them. If these terms and conditions are not accepted in full then you must not use this Website.*
  - b. *R-HEF reserves the right to change these terms and conditions at any time by posting changes online. Your continued use of this Website after changes are posted constitutes your acceptance of the modified terms and conditions.*
  - c. *In some cases additional terms and conditions, rules or specific terms of use may also apply in addition to these terms and conditions, and we will make these available to you or include them on the relevant Website page. They will take priority in the event of a conflict with these terms and conditions.*

## About our website


- i**
  - a. *Access to this Website is permitted on a temporary basis and we reserve the right to withdraw or amend this Website and any Material, products or services on this Website at any time. We do not guarantee that this Website or any content on it will always be available or uninterrupted.*

- b. *The content on this Website is provided for general information only. It is not intended to amount to advice on which you should rely. Before making any decisions based on the content of this Website you are strongly advised to obtain professional or specialist advice. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.*


## Your use of our website

-  a. *You agree to use this Website only for lawful purposes and in a manner that does not infringe the rights of, or restrict, or inhibit the use and enjoyment of the Website by, any third party. Such restriction includes, without limitation, conduct which may harass, defame or cause distress to any person and the transmission of obscene or offensive material within this Website.*
- b. *You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.*
- c. *You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms and conditions and that they comply with them. This includes any children or young people for whom you are responsible.*

## Your personal information

-  a. *By using our Website or any of our services, or providing us with any personal data, you agree to your personal data being used and disclosed in the manner set out in our Privacy Policy.*

## Registration

-  a. *You may be asked to register with us to access some areas of our Website. Your personal data will be used and disclosed in the manner set out in our 'Privacy Policy'. You must keep your password confidential and must not disclose it to anyone. If at any time you know or suspect that a third party may know your password you must promptly change it. We may choose not to accept your registration and we reserve the right to cancel or disable your registration, account or password at any time.*

## Our liability

- a. Nothing in these terms and conditions excludes or limits our liability for death or personal injury arising from negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by law.*
- b. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.*
- c. We will not be liable for any loss or damage (including loss of data), whether in contract, wrongdoing (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - i. use of, or inability to use, the Website or any Material; or*
  - ii. use of or reliance on any content or information displayed on our Website; or*
  - iii. the provision of, or our failure to provide, any products, services or events ordered or made available through our Website (unless stated otherwise in any relevant additional terms and conditions).**
- d. Please note that our Website is only intended to be for domestic and private use, and we will have no liability for any loss of profit, loss of business, business interruption, loss of business opportunity, goodwill or reputation or any indirect or consequential losses or damage.*
- e. R-HEF does not accept any liability for any loss or damage caused by viruses or any other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.*

## Trademarks, copyright and other rights


- a. R-HEF is the owner or licensee of all intellectual property rights in the Website including the Roper-Hall Eye Foundation name and logo. The Material is protected by copyright laws and treaties around the world and all right are reserved. You may not use or do anything with the Material or any of our intellectual property rights apart from as set out in this section.*
- b. The names, images and logos identifying the R-HEF or third parties and their products and services are the proprietary marks of the R-HEF and/or third parties as appropriate. You may only use these where they are included on any pages or documents that you copy and use in accordance with this section. Nothing contained in these terms and conditions or on the Website may be construed as conferring any licence or right under any trademark or patent of the R-HEF or any third party.*
- c. Commercial use or publication of all or any Material is strictly prohibited without prior written authorisation from R-HEF.*
- d. You may:*

- i. *print off or download any page(s) from the Website for your personal use; and*
- ii. *copy documents on this Website for personal, non-commercial use only on the condition that copyright and source indications are also copied, no modifications are made and the document is copied entirely.*


*You must NOT:*

- i. *modify the paper or digital copies of any Material you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or*
- ii. *copy, display or publish any of the Material (including any photos, documents or text) in a way which is accessible to the public (for example, on another website) without prior written authorisation from R-HEF.*
  - a. *Please note that some of the Material (including some documents and photos) has been published on this Website with the permission of the relevant copyright owners (who are not IUSG). All rights are reserved on these documents and permission to copy them must be requested from the copyright owners (the sources are indicated within these documents/photographs).*


## Links to third party websites

-  a. *Our Website may include links to external websites. We receive many link requests and only link to sites which we believe provide useful information that will be of interest to our users. All requests will be either granted or refused at the discretion of the R-HEF online team. We will not enter into any correspondence about decisions. If you would like to request a link to your site please email us at [contact@roperhalleyefoundation.org](mailto:contact@roperhalleyefoundation.org)*
- b. *R-HEF has no control and therefore takes no responsibility for the content of external internet sites even when we have included a link on our own Website. The existence of a link from our Website to any other website is for information purposes only and does not imply that the R-HEF endorses the activities or views of that website or the organisation behind the site, nor does it indicate any form of association or partnership on our part. We will not be liable for any loss or damage that may arise from your use of those sites.*

## Linking to our website

-  a. *Linking to our Website can help communicate valuable information to patients, medical professionals, volunteers and other interested parties about uveitis and related issues. It is not necessary to request permission to link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, although we do reserve the right to request the removal of any link. The R-HEF logo may not be used without prior written permission, which may be requested by emailing [contact@roperhalleyefoundation.org](mailto:contact@roperhalleyefoundation.org) A link to the R-HEF Website must not be used to imply R-HEF endorsement of the site, related products or services. Your site must not conflict with the aims of the R-HEF.*

## Jurisdiction

-  a. *These terms and conditions shall be governed and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.*

## Contact us

-  a. *If you have questions or comments regarding this Website, please email [contact@roperhalleyfoundation.org](mailto:contact@roperhalleyfoundation.org)*