

Medical Information Disclaimer

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2. No advice

- 2.1 Our website contains general medical information.
- 2.2 The medical information is not advice and should not be treated as such.

3. No warranties

- 3.1 The medical information on our website is provided without any representations or warranties, express or implied.
- 3.2 Without limiting the scope of Section 3.1, we do not warrant or represent that the medical information on this website:
 - (a) will be constantly available, or available at all; or
 - (b) is true, accurate, complete, current or non-misleading.

4. Medical assistance

- 4.1 You must not rely on the information on our website as an alternative to medical advice from your doctor or other professional healthcare provider.
- 4.2 If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider.
- 4.3 If you think you may be suffering from any medical condition, you should seek immediate medical attention.
- 4.4 You should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information on our website.

5. Interactive features

- 5.1 Our website includes interactive features that allow users to communicate with us.
- 5.2 You acknowledge that, because of the limited nature of communication through our website's interactive features, any assistance you may receive using any such features is likely to be incomplete and may even be misleading.
- 5.3 Any assistance you may receive using any our website's interactive features does not constitute specific advice and accordingly should not be relied upon without further independent confirmation.

6. Limits upon exclusions of liability

6.1 Nothing in this disclaimer will:



- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.



WEBSITE DISCLAIMER

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Website disclaimer

(1) Introduction

This disclaimer governs your use of our website; by using our website, you accept this disclaimer in full. If you disagree with any part of this disclaimer, you must not use our website.

(2) Credit

This document was created using an <u>SEQ Legal</u> template.

(3) Intellectual property rights

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

(4) Licence to use website

You may view, download for caching purposes only, and print pages [or [other content]] from the website for your own personal use, subject to the restrictions below.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or otherwise sub-license material from the website;
- (c) show any material from the website in public;
- [(d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- [(e) edit or otherwise modify any material on the website; or
- [(f) redistribute material from this website [except for content specifically and expressly made available for redistribution];

(5) Limitation and exclusion of warranties and liability

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under



applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

[To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.]

[We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.]

[We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.]

[We will not be liable to you in respect of any loss or corruption of any data, database or software.]

[We will not be liable to you in respect of any special, indirect or consequential loss or damage.]

(6) Variation

We may revise this disclaimer from time to time. The revised disclaimer will apply to the use of our website from the date of the publication of the revised disclaimer on our website.

(7) Entire agreement

Subject to the third paragraph of Section [5], this disclaimer [together with our privacy policy] constitutes the entire agreement between you and us in relation to your use of our website and supersedes all previous agreements in respect of your use of our website.

(8) Law and jurisdiction

This disclaimer will be governed by and construed in accordance with English law, and any disputes relating to this disclaimer will be subject to the [non-]exclusive jurisdiction of the courts of England and Wales.

(9) Registrations and authorisations

[We are registered with the GENERAL OPTICAL COUNCIL. You can find the online version of the register at www.optical.org/index.hcfm. Our registration number is CO-3659.]

[We are subject to Code of Conduct, which is supervised by GENERAL OPTICAL COUNCIL.]

[We are registered with GENERAL OPTICAL COUNCIL, COLLEGE OF OPTOMETRISTS, and ASSOCIATION OF OPTOMETRIST. Our professional title is Optometrist and it has been granted in the United Kingdom. We are subject to the Code of Conduct, which can be found at www.optical.org/index.cfm.]



[Our VAT number is 946 334 509.]

(10) Our details

The full name of our company is NEW FOCUS IT LIMITED Trading as THE OPTICIANS.

[We are registered in England under registration number 06405806.]