

## 1. Introduction

### 1.1. General

1.1.1. These are the terms of use on which you may make use of our website [www.oconnoropticians.ie](http://www.oconnoropticians.ie) (our "Site") and the terms and conditions over which we supply any of the products ("Products") listed on our Site to you, whether as a guest or a registered user ("You"). Our Privacy Policy and Cookie Policy can be found separately on our Site.

1.1.2. Please read these terms carefully before you start to use the Site. By using our Site, you indicate that you accept these terms and that you agree to abide by them. You should print a copy of these terms and conditions for future reference. If you do not agree to these terms of use, please refrain from using our Site.

1.1.3. You will be required to click on the checkbox marked "Accept our Terms and Conditions" before placing an order for Products on our Site. If you refuse to accept these terms and conditions, you will not be able to order any Products from our Site.

### 1.2. Information about Us

Our Site is operated by and the Products are sold by O'Connor Opticians ("us" or "we"). We are registered in the Republic of Ireland number 182927 and our registered office and trading address is at Unit 309 St. Michael's Mall, Dun Laoghaire Shopping Centre, Co. Dublin (Republic of Ireland).

### 1.3. Other Definitions

"Data" means collectively all information that you submit to O'Connor Opticians via the Site.

"Cookies" means a small text file placed on your computer by this Site when you visit certain parts of the Website and/or when you use certain features of the Site. Details of the cookies used by this Site are set out in our stand-alone Cookies Policy.

"EU Cookie Law" means the Privacy and Electronic Communications Directive and its applicable national transpositions.

## 2. Website Use

### 2.1. Accessing our Site

2.1.1. Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period and we reserve the right to restrict access to some parts of our Site, or our entire Site at any time.

2.1.2. You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms, and that they comply with them.

### 2.2. Prohibited uses

2.2.1. You may use our Site only for lawful purposes. You may not use our Site:

In any way that breaches any applicable local, national or international law or regulation.

In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

For the purpose of harming or attempting to harm minors in any way.

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To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards.

To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

2.2.2. You also agree not to access without authority, interfere with, damage or disrupt:

any part of our Site

any equipment or network on which our Site is stored

used in the provision of our Site

any equipment or network or software owned or used by any third party

### 2.3. Intellectual Property Rights

2.3.1. We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

2.3.2. You may print off one copy, and may download extracts, of any page(s) from our Site for your personal reference and you may draw the attention of others within your organisation to material posted on our Site.

2.3.3. You must not modify the paper or digital copies of any materials 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.

2.3.4. Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged.

2.3.4. You must not use any part of the materials on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

2.3.5. If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### 2.4. Reliance on information posted

2.4.1. Commentary and other materials posted on our Site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents.

2.4.1. We aim to update our Site regularly, and may change the content at any time. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

### 2.5. Uploading material to our Site

Any material you upload to our Site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material uploaded by you to our Site constitutes a violation of their intellectual

property rights, or of their right to privacy.

## 2.6. Viruses, hacking and other offences

2.6.1. You must not misuse our Site 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 Site, the servers on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack.

2.6.2. By breaching this provision, you would commit a criminal offence. 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 Site will cease immediately.

2.6.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

## 2.7. Linking to our Site

2.7.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

2.7.2. You must not establish a link from any website that is not owned by you.

2.7.3. Our Site must not be framed on any other website, nor may you create a link to any part of our Site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with our Content Standards listed below.

2.7.4. If you wish to make any use of material on our Site other than that set out above, please address your request to [info@oconnoropticians.ie](mailto:info@oconnoropticians.ie).

## 2.8. Links from our Site

2.8.1. Where our Site contains links to other sites and resources provided by third parties, whether affiliated with us or not, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

2.8.2. Our separately available Privacy Policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

2.8.3. We cannot give any undertaking, that products or services you purchase from third party sellers via links on our Site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller.

## 2.9. Content Standards

2.9.1. These content standards apply to any and all material which you upload to our Site and any material appearing on any website which you link to our Site. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any material as well as to its whole. All material must:

Be accurate (where they state facts).

Be genuinely held (where they state opinions).

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Comply with applicable law in the Ireland and in any country from which they are posted.

### 2.9.2. Material must not:

Contain any material which is defamatory of any person.

Contain any material which is obscene, offensive, hateful or inflammatory.

Promote sexually explicit material.

Promote violence.

Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Infringe any copyright, database right or trade mark of any other person.

Be likely to deceive any person.

Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

Promote any illegal activity.

Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.

Be likely to harass, upset, embarrass, alarm or annoy any other person.

Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

Give the impression that they emanate from us, if this is not the case.

Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### 2.10. Suspension and termination

2.10.1. We will determine, in our discretion, whether there has been a breach of these terms of use through your use of our Site. When such a breach has occurred, we may take such action as we deem appropriate.

2.10.2. Failure to comply with these terms of use may result in our taking all or any of the following actions:

Immediate, temporary or permanent withdrawal of your right to use our Site.

Immediate, temporary or permanent removal of any posting or material uploaded by you to our Site.

Issue of a warning to you.

Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

Further legal action against you.

Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

2.10.3. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

### 3. Sale and Purchase of Products

### 3.1. Your Status

By placing an order through our Site, you warrant that:

you are legally capable of entering into binding contracts;

you are at least 18 years old.

### 3.2. How the Contract is formed between You and Us

3.2.1. After placing an order, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to contract with us to buy the Products. Your order also constitutes an offer to contract with us for the supply of dispensing services in relation to those Products, and in relation to the provision of dispensing services "we", "our" or "us" in these terms and conditions means O' Connor Opticians.

3.2.2. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the "Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we send you the Dispatch Confirmation. The Contract is made by you with O' Connor Opticians in relation to the supply of the Products and in relation to the supply of the dispensing services.

3.2.3. The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

3.2.4. We will notify you when a third party is involved in any transaction you may enter into with us, and we may disclose your customer information related to that transaction to the third party seller.

### 3.3. Validation of Contact Lens Specification

The supply of dispensing services to you by O' Connor Opticians is included in the total value of your order. All product prices on the Site are inclusive of this service. When you place any order, we will receive payment from you of this amount.

### 3.4. Consumer Rights

3.4.1. You may cancel a Contract at any time within 14 days beginning on the day after you receive the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in our Refund / Cancellation Policy document).

### 3.5. Availability and Delivery

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 21 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

### 3.6. Risk and Title

3.6.1. The Products will be at your risk from the time of delivery to you.

3.6.2. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

### 3.7. Price and Payment

3.7.1. The price of any Products will be as quoted on our Site from time to time, except in cases of obvious error.

3.7.2. These prices include VAT and the supply of dispensing services to you but exclude delivery costs unless expressly stated on the Site in relation to

particular Products or promotions. The costs of delivery will be shown on the Site at the time you order the Products.

3.7.3. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation. If prices increase prior to your Dispatch Confirmation we will contact you for instructions before dispatching the Product.

3.7.4. Our Site contains a large number of Products and it is possible that, despite our best efforts, some of the Products listed on our Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our Site, we will contact you for instructions before dispatching the Product.

3.7.5. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious or should otherwise have reasonably been recognised by you as a mis-pricing.

3.7.6. Payment for all Products must be by credit or debit card or by PayPal. We accept payment with most major credit and debit cards, details of which are available when you pay for Products ordered. Your credit or debit card or PayPal account will be charged between the time when you place your order and when the Products are dispatched.

3.8 Our Refund / Cancellation Policy is available separately on our Site.

#### 4. Our Liability

##### 4.1. Limited Liability for Products and Services Provided

The liability of O'Connor Opticians in connection with any Product purchased is strictly limited to the purchase price of that Product. The liability of O'Connor Opticians in connection with the provision of any dispensing services to you is strictly limited to the charge made for those services.

##### 4.2. Exclusion of All Other Liabilities

4.2.1. The material displayed on our Site is provided without any guarantees, conditions or warranties as to its accuracy.

4.2.2. To the extent permitted by law, we, other members of our company and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it, including, without limitation any liability for, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time;

Any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

4.2.3. We will not be liable to you where we are unable to fulfill any of our obligations to you as a result of circumstances beyond our control.

4.2.4. We will not be liable to you for actions taken in response to breaches of our terms of use.

4.2.5. The foregoing limitations do not apply to any liabilities which may not lawfully be excluded or limited including any liability for death or personal

injury resulting from our negligence.

## 5. Place of Sale, Jurisdiction and Applicable Law

### 5.1. Place of Sale

The place of sale for all transactions conducted on this Site is the Republic of Ireland.

### 5.2. Governing Law

These terms are governed by the law of the Republic of Ireland and all Contracts made with us for the purchase of Products will be governed by the law of the Republic of Ireland.

### 5.3. Jurisdiction

The courts of the Republic of Ireland will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site and any dispute arising from, or related to, Contracts for the purchase of Products from our Site. However, we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

## 6. General

### 6.1. Variations

We may revise these terms at any time by amending this notice. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms may also be superseded by provisions or notices published elsewhere on our Site.

### 6.2. Your concerns

If you have any concerns about material which appears on our Site, please contact [info@oconnoropticians.ie](mailto:info@oconnoropticians.ie).