

Terms of Use of the Specsavers Newsroom Portal

1 INTRODUCTION

1.1 Welcome to the Specsavers Newsroom (“Portal”) which is provided to you by Specsavers Optical Group Limited or a member of the Specsavers Group of companies (**“Specsavers”**, **“us”**, **“we”** or **“our”**).

1.2 Please read these Portal Terms of Use (**“Terms”**) carefully. They set out the basis on which you are allowed to use the Portal and the Content (defined below) made available through the Portal.

2 ACCEPTANCE OF OUR TERMS

2.1 In order for us to provide the Portal to you, you must agree to be bound by these Terms. These Terms govern the provision and use of the Portal and the Content and will form a legally binding contract between us and you so please do take the time to read these Terms and make sure you understand them.

2.2 By using the Portal, you agree to accept and be bound by these Terms. If you do not agree to accept these Terms you must not use the Portal or the Content.

2.3 Access to our Portal is permitted on a temporary basis to allow you to use the Content as described in section 7 below. We reserve the right to withdraw or amend the Portal without notice.

3 SPECSAVERS’ RIGHT TO AMEND THESE TERMS

3.1 Specsavers reserves the right to change, modify, add to, or delete portions of these Terms at any time including to reflect changes affecting the Portal, the Content, our technology, our licensing arrangements, our payment methods, relevant laws and/or regulatory requirements.

3.2 If we do change the Terms, we will post the changes on the Portal and will indicate the effective date at the top. We may also communicate changes to you by email. You are responsible for regularly reviewing these Terms so that you are aware of any changes. Your continued use of the Portal and/or Content after any such changes constitutes your acceptance of the new Terms. If you do not agree to (or cannot comply with) the Terms as amended, please do not use the Portal or the Content.

4 AVAILABILITY OF THE PORTAL

4.1 You acknowledge that we cannot guarantee that the Portal will:

- (a) stay the same (as we might change the Portal or remove it altogether);
- (b) be compatible with all or any hardware or software which you may use;
- (c) be available all the time or at any specific time;
- (d) be accurate and up-to-date; or

(e) be error-free or free of viruses, electronic bugs, Trojan horses or other harmful components and you must take your own precautions accordingly.

4.2 You also acknowledge that:

(a) we cannot guarantee the performance or security of our Portal; and

(b) we will not be responsible for any damage or loss you may suffer directly or indirectly as a result of any virus attack that can be traced to our Portal to the fullest extent permissible by law.

4.3 You must not:

(a) interfere with, or disrupt, the Portal or any servers or networks connected to the Portal, including by transmitting any worms, viruses, malware, spyware or any other code of a destructive, malicious or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any page of the Portal is rendered or displayed in a user's browser or device;

(b) access the Portal via a means not authorised in writing in advance by Specsavers including but not limited to, automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies);

(c) attempt to restrict another user of the Portal from using or enjoying the Portal and you must not encourage or facilitate the breach of these Terms by others;

(d) use the Portal for any illegal or unauthorised purpose;

(e) use the Portal to bring, or threaten to bring the Specsavers brand into any disrepute; or

(e) change, modify, adapt or alter the Portal or change, modify or alter another website so as to inaccurately imply an association with the Portal or with Specsavers.

5 YOUR PRIVACY

The privacy of your personal data is important to us and is processed in accordance with applicable data privacy legislation. How Specsavers handles personal data is set out in our Privacy Policy at <https://www.specsavers.co.uk/>.

Any personal data supplied in your registering to use the Portal may be accessed ePressPack SAS (whose Privacy Policy is here <https://www.epresspack.com/privacy-policy/{INSERT LINK}>) to provide support services to the Portal.

6 REGISTRATION, USER ACCOUNT, PASSWORD AND SECURITY

6.1 Registration and use of the Portal - By registering and using the Portal, you represent that:

(a) you are at least 18 years old;

(b) you are a journalist, blogger, vlogger, influencer, critic, stylist, commentator or otherwise work in media; and

(c) you have provided us with accurate and truthful information during the registration process.

6.2 Password Security – In order to use the Portal and access the Content, you will be required to open an account and you will be required to complete the registration process by providing certain information and registering a username and password for your use of the Portal. You are responsible for maintaining the confidentiality of the username and password. You agree that we will be entitled to assume that any person logging into the Portal or using the Portal using your username and password is either you or someone doing so with your permission. You are responsible for any use of the Portal under your username and password, including all financial charges and legal liability. We recommend that you change your password from time to time to assist with security.

6.3 Unauthorised Access - If you believe someone has accessed the Portal using your username and password without your authorisation, it is your responsibility to set up a new password. You agree to immediately notify us of any unauthorised use of your password or username or any other breach of security.

7 CONTENT AVAILABLE THROUGH THE PORTAL

7.1 Access – Your access to any images, photographs, videos and other content made available on the Portal (“**Content**”) is permitted in accordance with, and subject to your compliance with, these Terms.

7.2 Use – You are permitted on a non-exclusive revocable basis to download the Content from the Portal and to use such Content solely for the purposes of featuring such Content in editorial content written by you about the Content for publication in your print and/or online media publications (“**Editorial Use**”). Editorial Use does not include, for the avoidance of doubt, any use in advertising or paid for content or inclusion on any promotional materials. Your right to use the Content is non-transferrable and limited to 30 days from the date of download of each piece of Content.

7.3 Restriction on use - You must not:

(a) use any Content for any purpose other than Editorial Use, including any commercial uses;

(b) modify any part of the Content including but not limited to any graphics, names, logos, symbols, trademarks and intellectual property notices;

(c) use, or cause others to use, any automated system or software to extract Content from the Portal except in cases where you or any applicable third party has entered into a written agreement with us that expressly permits such activity;

(d) use the Content for any illegal or unauthorised purpose; and

(e) use, copy, transmit, reproduce, publish, download, link, sell, sub-license, lend or otherwise make available the Content in any way except to the extent explicitly permitted under these Terms.

8 INTELLECTUAL PROPERTY

All intellectual property rights, including but not limited to copyright, trademarks and patents in the Content and the Portal are owned by Specsavers Optical Group Limited or a member of the Specsavers Group, its licensors and/or content providers.

9 IF YOU BREACH THESE TERMS

9.1 If you are in breach of, or we suspect you are in breach of, these Terms then we may take any/all of the following actions:

- (a) effect an immediate, temporary or permanent withdrawal of your access to your account and/or the Portal. However you will remain responsible for all outstanding amounts on your account;
- (b) effect an immediate, temporary or permanent withdrawal of any licences granted to you to use any Content under these Terms;
- (c) take legal action against you; and/or
- (d) disclose such information to law enforcement authorities as we reasonably feel is necessary.

9.2 The responses described above at section 9.1 are not limited and we may take any other actions we reasonably deem appropriate.

10 TERMINATION

We have the right to terminate your access to any or all of the Portal or to your right to use the Content at any time, without notice, for any reason, including without limitation, breach of these Terms. We may also at any time, at our sole discretion, discontinue the Portal or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Portal.

11 WARRANTIES, DISCLAIMER AND LIMITATION ON LIABILITY

PLEASE READ THIS SECTION CAREFULLY AS IT SETS OUT IMPORTANT INFORMATION CONCERNING OUR LIABILITY TO YOU AND YOUR LIABILITY TO US:

Warranties

11.1 Specsavers warrants that it will provide the Portal with reasonable skill and care and substantially as described in these Terms.

11.2 Other than the express warranty in this clause, the Portal and Content is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without further warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

11.3 Specsavers makes no warranty that the Portal and/or Content will meet your requirements, that Content will be accurate or reliable, that the functionality of the Portal will be uninterrupted

or error free, that defects will be corrected or that the Portal or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

Our liability to you

11.4 Specsavers will not be liable under these Terms for any loss or damage caused by Specsavers or any of its employees or agents in circumstances where:

(a) there has been no breach of a legal duty of care which is owed by us or any of its employees or agents; and/or

(b) the loss or damage is not a reasonably foreseeable result of any breach of these Terms.

11.5 You agree you will have no claim against us, in respect of any decision to remove the Portal or Content or any decision to suspend or terminate your access to the Portal or Content.

11.6 In the absence of any negligence or other breach of duty by us, the use by you of the Portal and/or Content is entirely at your risk.

Your liability to us

11.7 You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach of these Terms or default in the discharge of your obligations.

11.8 Nothing in this section 11 shall have the effect of excluding or limiting either Specsavers' liability or your liability for fraud or for death or personal injury caused by our/your negligence (as applicable).

12 TRANSFER OF RIGHTS AND OBLIGATIONS

12.1 You may not transfer, assign, charge, sub-licence or otherwise dispose of any rights or obligations arising under or in connection with your use of the Portal and/or the Content, without our prior written consent.

12.2 You agree that Specsavers may transfer, assign, charge, sub-licence or otherwise dispose of any rights or obligations arising under or in connection with the Portal.

12.3 You also agree that Specsavers may use third parties and sub-contract our obligations provided that we remain responsible to you for the performance of these Terms.

13 SEVERANCE

If any of these Terms should be found to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be removed and the remaining terms shall survive and remain in full force and effect and continue to be binding on and enforceable by both of us.

14 THIRD PARTY RIGHTS

A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms but this section does not affect a right or remedy of a third party which exists or is available apart from that Act.

15 GOVERNING LAW

These Terms and the use of the Portal generally and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England.

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