These Terms of Use contain important information and set out your rights and responsibilities as a user of this website. It is important that you read and understand these Terms.

1. Purpose and Effect

These Terms of Use are legally binding and set out the rights and obligations of Rayner ("we" or "us") and you the user, in relation to your use of the Rayner Site and any services we offer through it. By accessing or using the Rayner Site you agree to be bound by these Terms.

Rayner may amend these Terms from time to time. Any changes we make will be effective after notice of change is provided to you either by a posting on the Rayner Site or by email. Your use of the Rayner Site after notice is provided to you will be deemed an acceptance by you of such changes. If you object to any such changes you must notify us prior to such changes coming into effect and you must stop using the Rayner Site from the date on which the changes take effect.

It is your responsibility to ensure that you know of, read and understand any changes to these Terms. If you disagree with these Terms, or you are dissatisfied with any aspect of the Rayner Site, you sole and exclusive remedy is to immediately discontinue your use of the Rayner Site.

2. Misuse of the Rayner Site

We may suspend or immediately terminate your use of the Rayner Site if, in our view, you are misusing it or if you are in breach of any of these Terms including, without limitation, those relating to the following prohibited uses of the Rayner Site:

You agree not to:
- Modify, adapt, sublicense, translate, sell, resell, retransmit, reverse engineer, decompile or disassemble any portion of the Rayner Site;
- Post, store, or transmit any unlawful, threatening, defamatory, indecent, obscene, pornographic, profane or otherwise offensive or objectionable (as determined by us) information or material;
- Post, store, or transmit any information or material that could or does constitute a criminal offence or otherwise violate any laws;
- Post or transmit any advertising, promotion or solicitation of goods or services without our express consent;
- Interfere (or attempt to interfere) with the operation of the Rayner Site. Such interference would include interfering with, defeating, or circumventing any security function of the Rayner Site, or attempting to do so;
- Use the Rayner Site for any unlawful purpose;
- Use the Rayner Site to post, store, or transmit any information or software that contains a virus, worm, Trojan horse or other harmful or disruptive component;
- Misuse any email function available on or through the Rayner Site.

3. Privacy

In order to use certain parts of the Rayner Site you may be asked to supply your personal information. Our Privacy Policy tells you what we do in relation to the collection and use of personal information. By accepting these Terms you consent to our use of your personal information as described in that policy.

4. Medical Advice and Rayner Products

Nothing contained in the Rayner Site is intended to offer medical advice for the treatment of any illness or disease or to be a substitute for professional medical advice, diagnosis or treatment.
Nothing presented on the Rayner Site is intended to give instruction or guidance on the use of any Rayner products. You must refer to the product labelling and Instructions for Use in all cases.

5. Medical Device Regulation

Our products are medical devices used by healthcare professionals in the treatment of eye conditions. Our products are regulated by government agencies in every country to which we supply them.

The Rayner Site may contain information about products which may not be available in and/or approved for use in your country. Nothing in the Rayner Site should be taken by you to promote any Rayner product or to promote any use of a Rayner product which is not authorised by the laws of your country. Questions on the availability and approved use or our products should be directed to your local Rayner approved distributor or direct to us.

6. Access to Raytrace and User Obligations

Access to our proprietary online calculator “Raytrace” and a licence to use the Raytrace software is available free of charge through the Rayner Site. Raytrace is provided for use by medical experts.

Raytrace calculates a non-binding recommendation for a Rayner intraocular lens suitable for the patient whose data has been entered in the calculator. In most instances the calculator will generate a number of lens options to best match the patient’s desired post-operative refractive outcome. The recommendation is not a substitute for the calculation of a customised lens performed by a medical expert, nor does it obviate the need for the user to exercise independent medical judgment. The Raytrace user must verify the recommendation against the biometric input data, the accuracy of which cannot be verified by Raytrace. Raytrace may identify atypical or invalid data but careful checking and verification of the data by a user is essential. Any warnings or advice notes generated by Raytrace must be carefully heeded by the user who has full responsibility for ultimate lens selection.

As a Raytrace user you accept unlimited liability for the accuracy of the data entered in Raytrace and for the practical implementation of any recommendation produced by Raytrace.

Once registered on the Raytrace system you become fully responsible for all access, use and activity on your account and with your password. You are solely responsible for maintaining the confidentiality of your account and password and you agree that you will not transfer your account or password, or permit either to be used by anyone who is not you, save with our prior consent.

When you order lenses via Raytrace you will be advised of our Conditions of Sale by which you will be bound once the order for a lens is placed. We shall not be obligated to fulfil any order on the basis of a recommendation generated by Raytrace.

7. Licence of Raytrace and Restrictions on Use

These Terms give users the right to access Raytrace and to use it for the limited purpose of performing calculations to determine the recommended Rayner lens and its suggested axis placement. Users acquire no ownership rights or interest in Raytrace or in any intellectual or other proprietary rights of Rayner.

8. Links to Other Websites

The Rayner Site may contain links or references to other websites or resources. We do not control or endorse other websites unless specifically stated. We have not reviewed or approved the content of any such other websites.
You agree that we shall not be held responsible for the legality, accuracy or inappropriate nature of any content, advertising, products, services or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

9. Disclaimer

The Rayner Site, the materials on the Rayner Site and any service obtained or accessed through the Rayner Site, including Raytrace, are provided by us without representations or warranties of any kind, either express or implied.

To the fullest extent permissible by applicable law, Rayner expressly disclaims all warranties, express, implied or statutory including all warranties relating to the adequacy, accuracy or completeness of any information on the Rayner Site or that it is free from defect or virus.

You assume total responsibility and risk for your use of the Rayner Site and any service provided under it, including Raytrace, and any reliance you place on it or the information or material contained in it.

10. Limitation of Liability

The Rayner Site and its contents and services, including Raytrace, are provided to you free of charge.

Rayner expressly excludes any and all liability for any of the following:
- Any failure by Rayner to ensure that it does not breach the intellectual property rights of any third party;
- Fraud, error or omission by any user of the Rayner Site;
- Any link on the Rayner Site to or from any other website or part of the Internet;
- Loss or damage caused by delay or errors in or the downtime of the Rayner Site or resulting from failed operation of the Internet.
- Any loss or damage suffered or incurred by a user and/or a patient arising from any recommendation generated by Raytrace and/or any access to and use of the calculator
- Any failure by a user to enter accurate data, to verify any recommendation generated by Raytrace and to obtain prior consent to the entry of third party personal data.

Nothing in these Terms is intended to limit or exclude any liability of Rayner where and to the extent that applicable law prohibits such exclusion or limitation. The statutory rights of consumers using the Rayner Site are unaffected.

Rayner is not responsible or liable for any incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, or strict liability arising out of or relating in any way to the Rayner Site, its use, functions and/or its content.

11. Ownership and Restriction on Use of the Rayner Site

All material on the Rayner Site is the property of Rayner. You may make such limited number of copies of the material as shall be reasonable for personal use only but otherwise may not reprint, republish, resell or redistribute Rayner material in any form or manner without our express written consent.

Rayner, Rayner Surgical, Rayner & Keeler and Rayner Intraocular Lenses are names or trading names of companies within the Rayner group of companies.

Rayner, Raytrace, Centerflex, Superflex, M-flex, Raysoft, Raysert, AVH Technology, Rayacryl, T-flex, Sulcoflex, M-flex T, P-flex, C-flex, Advance and the Rayner logo are trademarks and/or service marks of Rayner.
Nothing in these Terms gives you any right to use any Rayner trademark, service mark, logo and/or trade name.

12. Changes to the Rayner Site

We may at any time, without prior notice, change or eliminate any component of the Rayner Site.

13. Termination

We may stop your access to and use of the Rayner Site immediately in the event that we determine, in our sole discretion, that you have breached these Terms.

14. Jurisdiction

You choose to access and use the Rayner Site at your own risk. You are responsible for compliance with any local laws applicable to you.

These Terms and all contractual and other relationships which arise out of the Rayner Site are governed by the laws of England. You submit to the exclusive jurisdiction of the English Courts where any dispute arises out of or in connection with these Terms and/or your use of the Rayner Site.

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