



Letsbuyhealthcare

## Terms and Conditions of Website Use

Each time you access the Letsbuyhealthcare web site you confirm you have read and agree to these terms and conditions and the disclaimers set out below (Terms and Conditions of Use) and that you accept and agree to abide by them at all times. If you do not agree to these Terms and Conditions of Use you should not use this web site.

By using this web site you agree to be legally bound by these Terms and Conditions of Use just as if you had signed them.

These Terms and Conditions of Use set out the terms between you and us under which you may access our web site: [www.letsbuyhealthcare.com](http://www.letsbuyhealthcare.com)

These Terms and Conditions of Use and our Privacy Statement apply to all users of, and visitors to, our web site.

Letsbuyhealthcare may from time to time amend, update or change the web site including these Terms and Conditions of Use without prior notice. You should periodically check the page containing the Terms and Conditions of Use for changes.

These are the current Terms and Conditions of Use and replace any other terms and conditions of use previously published for this website.

Letsbuyhealthcare has taken all reasonable care in producing this website but cannot guarantee it has all the information you need to answer all your questions. Further information about healthcare providers can be obtained by contacting the provider directly. All healthcare offer details, rates, terms, conditions and other information may be subject to change at any time without notice.

The information on this website is not intended to be healthcare advice or any other type of advice or service recommendation.

In providing the information on this website Letsbuyhealthcare has not taken your financial circumstances, needs and objectives into account. You

should consider these matters and make your own mind up as to whether any offer is suitable for you before making any decisions.

Letsbuyhealthcare earns a commission or fee from a healthcare provider when customers take up the offer advertised by a hospital provider on the Letsbuyhealthcare website. It is a decision of the healthcare provider as to whether, or not, some or all of that commission is included as a cost when calculating treatment price(s) offered to consumers

### **Access to the web site**

Your access and use of the web site is conditional on you not breaching these Terms and Conditions of Use. You are responsible for maintaining the confidentiality of any user name and password and to ensure that there is no improper use of information made available on the web site. We may immediately terminate your access to the web site, without notice, if you breach these Terms and Conditions of Use.

### **Prohibited Uses**

You may use our web site only for lawful purposes. You may not use our web 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.
- 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 harvest or otherwise gather or collect information about others, including e-mail addresses, without their express consent;
- 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.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our web site in contravention of the provisions of our Terms and Conditions of Use.

- Not to access without authority, interfere with, damage or disrupt: any part of our web site; any equipment or network on which our web site is stored; any software used in the provision of our web site; or any equipment or network or software owned or used by any third party.

### **Interactive Services**

We may from time to time provide interactive services on our web site, including, without limitation:

- Chat rooms
- Bulletin boards
- Community forum
- News article comments
- Campaign comments
- Web chats
- Polls
- Other digital campaign tools

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our web site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our web site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool-proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **Content Standards**

These content standards apply to any, and all, material which you contribute to our web site (contributions), and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the Republic of Ireland and in any country from which they are posted.

Contributions 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.

## **Suspension and Termination**

We will determine, in our discretion, whether there has been a breach of these Terms and Conditions of Use through your use of our web site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms and Conditions of Use constitutes a material breach of the use of our website and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our web site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our web 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

We exclude liability for actions taken in response to breaches of these Terms and Conditions of Use. The responses described in these Terms and Conditions of Use are not limited, and we may take any other action we reasonably deem appropriate.

### **Copyright**

The website and all works contained in it are Letsbuyhealthcare intellectual property and subject to copyright.

By posting any content on the website (including any photographs) you agree to and hereby grant, represent and warrant that you have the right to grant and in fact grant Letsbuyhealthcare, its contractors, and the users of the website an irrevocable, perpetual, royalty-free, fully sub-licensable, fully paid up, worldwide licence to use, copy, publicly perform, digitally perform, publicly display and distribute such content and to prepare derivative works of, or incorporate into other works, such posted content. This license is non-exclusive, except you agree that we shall have the exclusive right to enjoy this license to the extent of combining your content with the posted content of others for the purposes of our website.

Other than for the purposes of and subject to the conditions prescribed under the Copyright and Related Rights Act 2000 (as amended) and any similar statutes that apply in your location, you may not, in any form or by any means: adapt, reproduce, broadcast, decompile, disassemble, copy, store, distribute, transmit, print, modify, perform, publish or create derivative works from any part of this web site; or put to commercial use any information, products or services obtained from any part of this web

site, other than for the purposes of acting for Letsbuyhealthcare or without Letsbuyhealthcare's prior written consent.

### **Framing and Linking to the Web site**

Linking to the website will only be permitted with the express prior written consent of Letsbuyhealthcare

Letsbuyhealthcare is not responsible for the content of any other website accessed via the Letsbuyhealthcare website. Any links to other websites are provided for convenience only and do not represent any endorsement by Letsbuyhealthcare of the products or services offered by the website owner.

### **Interference**

Letsbuyhealthcare is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of the web site or a linked web site. You must take your own precautions to ensure that whatever you select for your use from the web site is free of errors, viruses or anything else (such as 'worms' or 'Trojan horses') that may interfere with or damage the operations of your computer systems.

### **Indemnification and Limitation of Liability**

You agree to fully indemnify and hold Letsbuyhealthcare harmless from any claim, cost, demand or damage (including legal costs on a full indemnity basis) incurred or which may be incurred arising from a breach by you of these Terms and Conditions of Use including the improper use of the web site by you or anyone who gains authorised or unauthorised access from you. You expressly understand and agree that (to the fullest extent permitted by law) we shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), arising out of, or resulting from your use of, or the inability to use, the web site.

### **Disclaimers**

We will attempt to keep the information contained on or accessible through this web site timely and accurate, but make no guarantees, and disclaim any implied warranty or representation, about its accuracy, relevance, timeliness, completeness, or appropriateness for any particular purpose.

We disclaim all express or implied representations or warranties regarding the information, products, services, and any other resources available on or accessible through this web site, including (without limitation) any implied warranties. All such information, services and other resources are made available “as is” and “as available” without a warranty of any kind.

We disclaim all responsibility and liability of any description, including without limitation liability for negligence, incidental or consequential damages and/or loss suffered by any person acting or refraining from action as a result of or in connection with material on this web site, to include any reliance placed by such person on such material, or the viewing or use or performance of this web site.

You may decide to access third party healthcare providers as a result of using this web site. The services of those healthcare providers are not provided by Letsbuyhealthcare but are instead provided by third parties over whom we do not have control. It is your responsibility to satisfy yourself that you wish to obtain any treatment, test, consultation, advice or healthcare service before doing so.

We are not responsible or liable for any loss or damage you may suffer or incur in connection with any service or healthcare you receive after using this web site or for any acts, omissions, errors or defaults of any third party in connection with that service.

If you apply for and obtain any product or service, you will be contracting with a third party healthcare provider who will be providing that service to you on their own terms and conditions. It is your responsibility to ensure that you understand and agree with those terms and conditions before entering into a contract to obtain that service. We are not responsible or liable for any loss or damage you may suffer or incur in connection with the terms and conditions applying to any contract entered into by you with any third party in relation to any service or for any acts, omissions, errors or defaults of any third party in connection with those terms and conditions.

Your use of any third party website will be governed by the terms and conditions of use and privacy statement applicable to that website. Such terms and conditions of use and privacy statement will be different from these Terms and Conditions of Use and our Privacy Statement. It is your responsibility to ensure that you understand and agree with the terms and conditions of use and privacy statement of any third party website before using that website. We are not responsible or liable for any loss or damage you may suffer or incur in connection with the terms and conditions of use or the privacy statement applying to any third party website or for any acts,



omissions, errors or defaults of any third party in connection with those terms and conditions of use and/or privacy statement.

### **Governing Law**

The laws of Republic of Ireland govern these Terms and Conditions of Use, and you agree to submit to the non-exclusive jurisdiction of its courts in relation to any matters concerning these Terms and Conditions of Use.

### **Privacy Statement**

The [Letsbuyhealthcare Privacy Statement](#) sets out how Letsbuyhealthcare will use your information and can be found here. By using our website, registering your interest with Letsbuyhealthcare or contacting Letsbuyhealthcare you consent to Letsbuyhealthcare handling and processing your information as described in the Privacy Statement. Our Privacy Statement is deemed to be incorporated into and form part of our Terms and Conditions of Use.

These Terms and Conditions of Use were last updated on 3 October 2020