

Terms & Conditions

Welcome to the daysoft.com website (the "Website") operated by Daysoft*.

This site is provided to you subject to the following terms and conditions. Please read the terms and conditions carefully as, if you visit or shop at this website, you are deemed to have accepted them. If you do not agree to our terms, please leave the site and do not place any orders with us.

*In these terms and conditions "Daysoft" is used to mean Daysoft Logistics Limited or Daysoft Limited. Daysoft Logistics Limited operates the site for sale and supply in all countries, excluding the Channel Islands where the site is operated by Daysoft Limited.

1. Copyright Statement

The contents of this Website (including all website design, text, graphics, the selection and arrangement thereof and all software compilations, underlying source code, software and all other material) are copyright Daysoft Limited or its content and technology providers except in so far as individually stated on particular material or items. You may view the site and download any part(s) of it to a personal computer for personal viewing for private purposes only but you are not permitted without the permission of Daysoft Limited (a) to store it or any part of it other than for the purposes set out in this paragraph; (b) to print out copies except for your own viewing/records for private purposes; or (c) to reproduce, copy or transmit it (or any part of it) in any other way for any purpose or in any other medium. You are also not entitled to alter the content in any way.

2. Privacy

Your personal information and right to privacy is important to us. Please review our privacy policy, which also governs your visit to our site, in order to understand our information-handling practices.

3. Links

Links to other sites are made at your own risk and Daysoft accepts no liability for any linked sites. When you access a non-Daysoft website, please understand that it is independent from Daysoft and Daysoft has no control over the content of that website. Further, a link to a non-Daysoft website does not mean that Daysoft

endorses or accepts any responsibility for the content or the use of such website. Users must take their own precautions to ensure what is selected for use is free of such items as viruses, worms, trojan horses and other items of a destructive nature.

4. Terms and Conditions of Purchase

Should you decide to purchase any products offered on our Website, you must first accept our terms and conditions of purchase, which appear further down this page.

5. Advertising/Sponsorship

Inclusion of any material in adverts or sponsor's materials on this Website does not constitute any guarantee or endorsement as to the quality or value of any of the products advertised or any claims made for the product by the manufacturer. Any correspondence or dealings which you may have with advertisers or sponsors promoting themselves on this Website are solely between you and that party. We shall not be responsible or liable for any loss or damage of any kind incurred as a result of any such dealing or as a result of the presence of such advertisers on the Website.

6. Competitions

In order to make a valid entry into a Competition you must enter as an individual using your legal name and make only one entry per Competition, unless the Specific Rules allow you to make multiple entries.

Unless otherwise stated in the Specific Rules, you may not enter a Competition if you are a Daysoft employee, or Family Member of a Daysoft employee, or if you are directly or indirectly connected with the Competition.

If you win a prize, we will notify you within 28 days of the end date of the Competition and you will then have 28 days within which to claim the Prize. If you fail to claim the Prize within the time-limit, or fail to comply with any other instructions or time-limits notified to you, you will forfeit your right to the Prize and your claim will be invalid.

You agree to participate, at our request, in publicity and you agree that we own all Intellectual Property Rights in, and may use at our absolute discretion, such publicity. We may refer to your association with the Competition and/or the Prize in all publicity, marketing and materials.

We shall be entitled, in our reasonable discretion, to cancel, delay and/or recommence a Competition with immediate effect by online announcement without any liability to you. If we cancel a Competition after you have claimed a Prize, we will use our reasonable endeavours to offer you an alternative Prize. If we offer you an alternative Prize but you do not accept it, you shall have no claim against us.

7. Updates

Information may be changed or updated on this Website without notice. Daysoft may also make improvements and/or changes in the products described in this information at any time without notice.

8. Disclaimer

The information published on our Website is provided as a convenience to visitors and should be used for information purposes only and is subject to change without notice. Whilst we use all reasonable efforts to ensure that the information contained on the Website is current, accurate and complete at the date of publication, no representations or warranties are made (express or implied) as to the reliability, accuracy or completeness of such information. Neither daysoft.com, Daysoft Logistics Limited nor Daysoft Limited can therefore be held liable for any loss arising directly or indirectly from the use of, or any action taken in reliance on, any information appearing on the Website. In addition, no warranty is given as to the freedom of Website (or any information downloaded from it) from errors, defects, viruses or other malicious programs or macros. We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to our Website or any information or service provided through our Website (which are provided to you on an "as is" basis) and we accept no liability in this regard. The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

9. Governing Law

These terms and conditions of use shall be governed by the laws of the Island of Jersey and subject to the exclusive jurisdiction of the Courts of Jersey, except for Channel Islands customers for whom these terms and conditions of use shall be governed by the laws of Scotland and subject to the exclusive jurisdiction of the Scottish Courts.

10. Site Policies, Modification and Severability

We reserve the right to make changes to our site, our policies and these terms and conditions of use at any time. If any of these conditions shall be deemed invalid, void or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any of the remaining conditions.

11. Our Addresses

Should you wish to contact us at any time you can do so by e-mail to or by post to the following addresses:

Channel Islands customers

enquiries@daysoft.com

Daysoft Limited
5 Livingstone Boulevard
H.I.T.P.
Blantyre
Glasgow
G72 0BP
Scotland

All other customers

enquiries@daysoftlogistics.com

Daysoft Logistics Limited
2nd Floor, Gaspé House
66-72 Esplanade
St Helier
Jersey
JE1 1GH
The Channel Islands, British Isles

Purchasing contact lenses

Below are the daysoft.com terms and conditions for purchase of contact lenses

1. Definitions and Interpretation

1.1 In these Conditions, the following words and expressions will have the following meanings:-

"Conditions" the terms and conditions contained herein together with any other conditions which we may from time to time stipulate;

"Contract" the contract for the purchase of the Contact Lenses between you and us constituted by the submission of an Order by you and the sending of an acceptance by us in terms of Clause 2.3;

"Contact Lenses" daily wear, daily disposable soft Contact Lenses manufactured by or to our order, ordered by you or ordered by you through our Website and described in a confirmation of order sent to you by email if you provide an email address;

"Order(s)" orders for Contact Lenses on this Website; telephone orders; mail orders;

"Price" the total price stated for the Contact Lenses in the relevant Order subject to Clause 3;

"we, us, our" Daysoft Logistics Limited incorporated in Jersey with registered number 98358 and having its registered office at 2nd Floor, Gaspé House, 66-72 Esplanade, St Helier, Jersey, JE1 1GH, Channel Islands, British Isles;
or for Channel Islands customers, Daysoft Limited, registered in Scotland under the Companies Acts Number SC187223 and having its Registered Office at 5 Livingstone Boulevard, Blantyre, G72 0BP, Scotland

"Website" the website on which these Conditions are located, namely www.daysoft.com; and

"you, your" the individual with whom we contract for the sale or supply of Contact Lenses.

Reference to Clauses shall mean the clauses of these conditions, and headings are for ease of reference only and shall not affect interpretation. Any reference to the singular shall include the plural and vice versa.

2. Orders for Contact Lenses

2.1 - You are responsible at all times for guarding and ensuring the safety and security of any passwords, login names or other information which we may give you from time to time giving you access to our Website (the "Access Information") and you shall not disclose the same to any other person, directly or indirectly. Should you become aware that such information has been so divulged, you shall notify us immediately. Further, you shall be liable for all Orders submitted using the Access Information until you have so notified us.

2.2 - Each Order submitted by you to us constitutes an offer by you to purchase the Contact Lenses specified in the Order and is subject to these Conditions. If we accept your Order, we will confirm acceptance to you by email to the email address you give us when you place your Order. Until a confirmation of the Order is issued by us, we will be under no obligation to you and no Contract will be deemed to have been formed. To avoid doubt, we shall be entitled to refuse any Order placed by you.

2.3 - These Conditions shall constitute (with the Order) the whole Contract between us and you to the exclusion of any other terms and conditions. Contracts may not be modified or varied unless specifically accepted by us in writing.

2.4 - We attempt to be as accurate as possible. However, statements, descriptions, photographs, diagrams or specifications concerning the Contact Lenses which are made by or given on our behalf are for the purpose of information and guidance only and we do not warrant that these will be accurate, complete, current or error-free. If Contact Lenses offered by us are not as described, your sole remedy is to return the Contact Lenses in an unused condition in accordance with the provisions detailed below. This does not affect your statutory rights.

2.5 - If the Contact Lenses/ you ordered are unavailable, we reserve the right to supply substitute Contact Lenses of an equivalent quality and price or from a

different source of supply, at our sole discretion. Your rights under Clause 5 are unaffected. If we have no suitable substitute Contact Lenses in stock, any payment taken from your credit or debit card will be refunded and we will notify you by email at the address given by you when you placed your Order. The refund will be made as soon as possible and in any event within thirty days of your Order. We will not be obliged to offer any additional compensation for disappointments suffered.

2.6 - Subject to Clause 5, no Order which has been accepted by us can be cancelled by you except with our written consent.

2.7 - The wearer has a valid prescription for soft Contact Lenses. A valid prescription is one which does not expire within the period for which the Contact Lenses have been ordered. For example, to order a 1 month supply of Contact Lenses there must be at least 1 month left to run on the prescription. Our maximum quantity per order is a 6 month supply, so in this case there must be at least 6 months left to run before expiry of the prescription.

3. Price and Payment

3.1 - You must pay by credit or debit card at the time of your Order. You undertake that all details you provide to us for the purpose of purchasing Contact Lenses will be correct. You also undertake that the credit or debit card which you use is your own (or if someone else's, that you have his/her express permission to use it) and that there are sufficient funds or credit facilities to cover the cost of your Order.

3.2 - The Price of any Contact Lenses is the price in force at the date and time of your Order. We may change the price of any Contact Lenses before you place an Order. We try to ensure that our prices displayed on our Website are accurate at all times, but the price on your Order will require to be validated by us as part of the acceptance procedure (see Clause 2.2).

3.3 - The Prices will be inclusive of delivery costs, VAT (where applicable) and all other applicable taxes and charges (subject to any applicable re-delivery charges under Clauses 4).

4. Delivery

4.1 - We will deliver the Contact Lenses ordered by you to the address you give us for delivery at the time you make your order and by whatever means we reasonably

consider appropriate. Property in the Contact Lenses will remain with us until payment is received in full. You will become the owner of the Contact Lenses only when the Price is received by us in full and when they have been delivered to you. Once Contact Lenses have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction. We reserve the right to make an extra charge for re-delivery if you are not available to accept the Contact Lenses when delivered to you.

4.2 - We will use our reasonable endeavours to deliver the Contact Lenses by any estimated delivery date or within any estimated delivery period, but time for delivery will not be of the essence of the Contract and we will not be liable for any failure to deliver by such date or within such period.

5. Cancellation / Returns

5.1 - You are entitled to cancel your Order for Contact Lenses at any time up to fourteen days after you submit your Order, even if you have already received the Contact Lenses. No reason need be given and no penalty payment will apply. In order to withdraw your order you must notify us in writing at the email or postal address set out in the contact details below. If you have received your Contact Lenses before you withdraw your Order, you must send them back to us at your own cost and risk and in an unused condition. If you withdraw your Order but we have already processed the Contact Lenses for delivery, you must not unpack the Contact Lenses when they are received by you and you must send the Contact Lenses back to us at the contact address below at your own cost and risk as soon as possible. Once you have notified us in writing that you are withdrawing your Order, any payment taken by us from your credit or debit card will be re-credited to your account as soon as possible and in any event within thirty days of your Order, provided that the Contact Lenses in question are returned by you and received by us in the condition they were in when delivered to you.

5.2 - If the goods sent are not what you ordered (subject to any reasonable substitution made by us under Clause 2.5) or are damaged or defective or the delivery is of an incorrect quantity, you must notify us of the problem in writing at the email or postal address below within 10 days of receipt (but please note that this does not affect your statutory rights).

5.3 - Should you notify us of a problem under Clause 5.2, we agree (at our option) to:-

5.3.1 - make good any shortage or non-delivery;

5.3.2 - replace or repair any Contact Lenses that are damaged or defective; or

5.3.3 - refund to you the Price paid by you for the Contact Lenses in question, and this shall be the limit of our obligations in such circumstances.

5.4 - We may defer or cancel any deliveries of Contact Lenses and/or treat the Contract as terminated if you:-

5.4.1 - fail to make any payment when it becomes due; or

5.4.2 - breach any of these Conditions.

5.5 - Except as expressly provided in these Conditions, cancellation by you will only be accepted at our sole discretion. Acceptance of any cancellation will only be binding on us if such acceptance is in writing.

6. Liability

6.1 - We promise that for any Contact Lenses you purchase from our Website:-

6.1.1 - we have the right to sell the Contact Lenses to you;

6.1.2 - the Contact Lenses will substantially correspond with the description we have given to you; and

6.1.3 - the Contact Lenses will be of satisfactory quality.

6.2 - We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any products (including but not limited to the Contact Lenses), our Website or any information or service provided through our Website (which are provided to you on an "as is" basis).

6.3 - Without prejudice to the foregoing, we shall be under no liability in respect of:-

6.3.1 - any defect in the Contact Lenses arising from fair wear and tear, wilful damage, negligence, abnormal use, failure to follow our instructions (whether oral, in writing or in electronic form), misuse or alteration or repair of the Contact Lenses without our approval; or

6.3.2 - any omission on our part to remind or notify you that additional replacement Contact Lenses are due to be Ordered through the proactive ordering process on the Website.

6.4 - Notwithstanding the generality of the foregoing, we expressly exclude liability for any indirect or consequential loss or damage (whether for loss of profits or otherwise).

6.5 - Subject to the other provisions hereof and except in so far as our liability may not be excluded or limited by law, you acknowledge and agree that our entire liability under this Contract shall be limited to the total Price actually received by us pursuant to the Contract which sum you acknowledge and agree is reasonable in all the circumstances.

6.6 - Nothing in this Clause 6 is, however, intended to limit any rights you may have as a consumer under applicable law that may not be excluded nor in any way exclude or limit our liability to you for any death or personal injury resulting from our negligence.

7. Intellectual Property and Data Protection

7.1 - You shall not use or deal with the Contact Lenses or our Website, catalogues, brochures, leaflets, lists or other information so as to infringe, interfere with or weaken any of our rights under or in respect of any patents, processes, proprietary information, trade marks, registered designs, art work or copyright for or in connection with the Contact Lenses. We shall have no liability for the infringement of any rights of any third party arising from the use of the Contact Lenses in combination with other Contact Lenses, trade marks and processes not supplied by us.

7.2 - You agree that you shall be the end user of the Contact Lenses and that you are not entitled to distribute, sell, market or in any way deal in or with the Contact Lenses other than as permitted herein.

7.3 - By accepting these Conditions, you agree to the processing of your personal information by us for the purpose of processing your Order and delivering your Contact Lenses to you in accordance with our privacy policy. The Daysoft Logistics Limited privacy policy abides by the Data Protection (Jersey) Law 2005 (registration number 17035).

8. Improvements and Alterations

We have a policy of continuous improvement to our Contact Lenses and in pursuance of this policy we reserve the right to make changes to the specification of the Contact Lenses without notice.

9. Force Majeure

We shall not be liable for the delay or failure in performing our obligations under the contract to the extent that such failure or delay is caused by or contributed to by causes beyond our reasonable control. Should any such event occur, we shall attempt to notify you promptly and we may at our sole discretion suspend and/or cancel the Contract without incurring any liability whatsoever for any loss or damage thereby occasioned.

10. General

10.1 - These Conditions and any Contract is personal to you and you may not assign it without our prior written consent.

10.2 - These Conditions and any Contract shall be governed by and construed in accordance with the laws of the Island of Jersey. You hereby agree, for our exclusive benefit, that the Courts of Jersey shall have sole jurisdiction to hear all claims for proceedings connected with the Contact Lenses and any Contract. For Channel Islands customers, these Conditions and any Contract shall be governed by and construed in accordance with Scots Law and Channel Islands customers hereby agree, for our exclusive benefit, that the Scottish Courts shall have sole jurisdiction to hear all claims for proceedings connected with the Contact Lenses and any Contract. We may nevertheless bring claims in any other courts of competent jurisdiction.

10.3 - Failure by us to enforce strict compliance of these conditions by you will not constitute a waiver of any of these conditions.

10.4 - If any provision of these Conditions are held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected.

11. Governing language

These terms and conditions are available in multiple languages. In the event of any inconsistency between versions, the English language version shall prevail.

Complaints & comments

Should you have any complaints or comments you may contact us at any time by e-mail or by post to the following addresses:

Channel Islands customers

enquiries@daysoft.com

Daysoft Limited

5 Livingstone Boulevard

H.I.T.P.

Blantyre

Glasgow

G72 0BP

Scotland

All other customers

enquiries@daysoftlogistics.com

Daysoft Logistics Limited

2nd Floor, Gaspé House

66-72 Esplanade

St Helier

Jersey

JE1 1GH

The Channel Islands, British Isles