

RNIB Sight Loss Data Tool Terms of Use

These Sight Loss Data Tool Terms of Use (“**Sight Loss Data Tool Terms**”) apply to your access to and use of the RNIB Sight Loss Data Tool (the “**Sight Loss Data Tool**”), provided by The Royal National Institute of Blind People (“**RNIB**”), a charity registered under number 226227 in England and Wales and SCO39316 in Scotland. RNIB is a company incorporated by Royal Charter in England and Wales, company number RC000500 with its registered offices at Grimaldi Building, 154A Pentonville Road, London, N1 9JE (“**we**”, “**us**”, “**our**”).

These Sight Loss Data Tool Terms supplement our general Website Terms of Use (“**Website Terms**”). By using the Sight Loss Data Tool, you agree to be bound by both these Sight Loss Data Tool Terms and the Website Terms.

The Website Terms are available at: [Terms and Conditions - for the RNIB website | RNIB | RNIB](#). In the event of any conflict between these Sight Loss Data Tool Terms and the Website Terms, these Sight Loss Data Tool Terms shall prevail to the extent of any such conflict.

1. Register for an account

- 1.1 To access and use the Sight Loss Data Tool, you must create a registered account (“**Account**”) by completing the registration form and providing the information requested when you first attempt to access the Sight Loss Data Tool. You agree that all information you provide when creating an Account is accurate, complete and will be kept up to date.
- 1.2 You must keep your login details for your Account secure and must not share your Account or password with any other person. You are responsible for all activity that occurs under your Account.
- 1.3 If you register an Account or use the Sight Loss Data Tool on behalf of an organisation, you confirm that you have authority to bind that organisation and that the organisation accepts and is responsible for compliance with these Sight Loss Data Tool Terms.
- 1.4 We are not obliged to permit anyone to register with the Sight Loss Data Tool and we may refuse, suspend or cancel any registration or access if:
 - (A) any information you provide is inaccurate or misleading;
 - (B) we reasonably believe you are not authorised by your organisation to register on its behalf;
 - (C) we suspect misuse, security concerns or a breach of these Sight Loss Data Tool Terms;
 - (D) it is necessary for legal, regulatory or operational reasons; or
 - (E) we otherwise see fit to do so at any time.
- 1.5 You must notify us immediately if you suspect that your Account has been accessed without your permission.

2. Permitted Use

- 2.1 We grant you a non-exclusive, non-transferable right to:

- (A) access the Sight Loss Data Tool and its underlying data on a revocable basis; and
- (B) use, on a perpetual basis, any reports you generate using the Sight Loss Data Tool, in each case for your own internal purposes (or those of your organisation), subject to these Sight Loss Data Tool Terms.

2.2 You must **not**:

- (A) copy, distribute, modify, translate, or reverse-engineer the Sight Loss Data Tool;
- (B) use the Sight Loss Data Tool for commercial resale or to provide services to third parties;
- (C) attempt to bypass security, usage limits or access controls; or
- (D) use automated tools (e.g. bots, scrapers) to interact with the Sight Loss Data Tool.

2.3 By accessing and using the Sight Loss Data Tool, you agree to comply with these restrictions. Any attempt to bypass these restrictions may result in termination or suspension by us of your access to the Sight Loss Data Tool.

3. **Data contained in the Sight Loss Data Tool**

3.1 Whilst every care is taken to accurately collect and compile data in the Sight Loss Data Tool, it is provided on an “as is” basis without any warranty or assurance as to its accuracy, completeness, or fitness for a particular purpose. We do not make any warranties or representations as to its accuracy or reliability.

3.2 Certain data in the Sight Loss Data Tool may contain typographical or other errors or be out of date, and we make no commitment to update or amend such information.

3.3 We assume no responsibility for how you use the data provided through the Sight Loss Data Tool and accept no liability for your reliance on the data obtained from using the Sight Loss Data Tool. This means that you use the Sight Loss Data Tool at your own risk.

4. **Publicity**

4.1 If you wish to publish, publicise, or otherwise make public any data obtained from the Sight Loss Data Tool or any reports that you generate from using it and you estimate (acting reasonably) that such publication or report will have a circulation of more than 100,000 viewers / subscribers / readers, you must inform RNIB and obtain our prior written consent to any such activity of any kind. We reserve the right to reject any such publicity request for any reason and at any time in our sole discretion and we may impose any conditions as a requirement for consent. If you require any further information on permitted use, or a licence to republish any material, please email digitalteam@rnib.org.uk.

4.2 In addition to clause 4.1 above, if you wish to publish, publicise, or otherwise make public any data obtained from the Sight Loss Data Tool or any reports that you generate from using it you must include an attribution statement recognising RNIB as the source

4.3 RNIB reserves the right to request the removal of any data from the Sight Loss Data Tool published by you in any way and at any time.

5. **Intellectual Property Rights**

We and our licensors reserve all intellectual property rights in the Sight Loss Data Tool, the data within it, and any reports that you may generate by using the Sight Loss Data Tool or the data within it. You do not acquire any ownership rights in any of these, except for the limited rights that we expressly grant to you in these Sight Loss Data Tool Terms.

6. **Limitation of Liability**

- 6.1 If we breach these Sight Loss Data Tool Terms or act negligently in a way which causes you loss or damage, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time these Sight Loss Data Tool Terms were formed, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 6.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach of these Sight Loss Data Tool Terms or negligence, or any business loss or damage.
- 6.3 While we try to make sure that the Sight Loss Data Tool is available for your use, we do not promise that the Sight Loss Data Tool will be available at all times or that your use of the Sight Loss Data Tool will be uninterrupted.

7. **Suspension or Termination**

- 7.1 If we suspend or cancel your Account or your access to the Sight Loss Data Tool in accordance with clause 1.410, your right to access and use the Sight Loss Data Tool and its underlying data under clause 2.1(A)10 will immediately cease. Upon such suspension or cancellation, you must:
- (A) immediately cease all use of the Sight Loss Data Tool and, any underlying data obtained from it;
 - (B) delete all copies of any data extracts obtained from the Sight Loss Data Tool (but this does not require you to delete any reports you have generated in accordance with clause 2.1(B), unless we notify you that deletion is necessary due to the data being out of date or obsolete; or for legal or regulatory reasons);
 - (C) not publish, share, or otherwise use any data from the Sight Loss Data Tool after the date of suspension or cancellation; and
 - (D) if requested by us, provide written confirmation that you have complied with these requirements.
- 7.2 In addition to our rights under clause 1.4, we may terminate these Sight Loss Data Tool Terms, in whole or in part, upon notice to you, where the Sight Loss Data Tool or its underlying data becomes outdated, obsolete or is withdrawn. If we exercise this right:
- (A) your right to access and use the Sight Loss Data Tool and its underlying data under clause 2.1(A) will immediately cease;
 - (B) you must delete all data extracts obtained from the Sight Loss Data Tool;

- (C) you may retain, on a perpetual basis, any reports generated by you in accordance with clause 2.1(B), unless we notify you that deletion is required for legal, regulatory or misuse-related reasons; and

if requested by us, you must provide written confirmation of your compliance with this clause.

8. **Your Privacy and personal information**

We are committed to protecting your privacy online. Any personal data that we store and/or process in connection with your use of the Sight Loss Data Tool will be done in accordance with our Privacy Policy and our [cookies](#) page.

9. **Amending the Sight Loss Data Tool Terms**

We reserve the right to amend these Sight Loss Data Tool Terms at any time. Please check back to these Sight Loss Data Tool Terms regularly because the amended Sight Loss Data Tool Terms will apply to your continued use of the Sight Loss Data Tool. It is your responsibility to check these Sight Loss Data Tool Terms from time to time to verify such amendments.

10. **No third party rights**

No one other than us or you has any right to enforce any of these Terms against the other.

11. **Contacting us about our Tool Terms**

If you are uncertain about anything in these Sight Loss Data Tool Terms or the Sight Loss Data Tool itself, please send an email to research@rnib.org.uk.

12. **Governing law and Disputes**

These Sight Loss Data Tool Terms shall be governed by the laws of England and any dispute arising from these Tool Terms shall be subject to the exclusive jurisdiction of the English courts.