

THE EUROPEAN SOCIETY OF CATARACT AND REFRACTIVE SURGEONS

IOL Calculator

Terms of Use

These terms and conditions (the “**Terms**”) set out the terms on which you may make use of our intraocular lens (IOL) calculator at <https://appiolcalculator.azurewebsites.net/> (the “**Tool**”).

Please read these Terms carefully before you start to use the Tool. By clicking “Accept” and using the Tool, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use the Tool.

The Tool is owned and operated by The European Society of Cataract and Refractive Surgeons, a company limited by guarantee registered in England and Wales under number 03153785 with its registered office at 5 Fleet Place, London EC4M 7RD (“**ESCRS**”, “**we**”, “**our**”, and “**us**”).

1. THESE TERMS

- 1.1 These Terms constitute the agreement between you and us for the use of the Tool and the results or data provided by the Tool.
- 1.2 We may change these Terms from time to time. Any changes we may make to these Terms in the future will be posted on the site. By continuing to use and access the Tool following such changes, you agree to be bound by them. Please review this page frequently to see any updates or changes to these Terms.

2. THE TOOL

- 2.1 We provide the Tool on an “as is” and “as available” basis with all faults. We do not guarantee that the Tool will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Tool without notice. You agree that your use of the Tool is at your own risk. We will not be liable to you if for any reason any of the Tool is unavailable at any time or for any period.
- 2.2 Unless specifically stated otherwise, any new content, features, materials, services or software applications introduced shall be subject to these Terms.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 Subject to clause 13 (Third Party Licenses) the Tool is owned by ESCRS and is protected by copyright and other applicable intellectual property rights. You may not adapt, modify, reverse engineer, decompile or disassemble the Tool, or create a derivative work or act as a software as a service provider based on the Tool.
- 3.2 You acquire no ownership right, title or interest in or to the Tool or in any applicable intellectual property rights save for the limited right to use the Tool on a non-exclusive, non-transferable, non-sublicensable basis upon and subject to these Terms.
- 3.3 The name ESCRS and the ESCRS logo are trade marks of The European Society of Cataract and Refractive Surgeons and may not be used in connection with any product or service that is not ESCRS's, nor in any manner that is likely to cause confusion, or in any way that may disparage or discredit ESCRS.

4. DATA PROTECTION

- 4.1 The Tool does not collect any personal data relating to patients and all data entered relating to patients must be anonymised. You must not input into the Tool any data which may identify a patient.
- 4.2 Any personal information that you provide to us about you will be processed in accordance with our Privacy Policy (<https://iolcalculator.escrs.org/privacy>).

5. DISCLAIMER

- 5.1 The Tool is meant to serve as an adjunct tool to assist physicians in selecting the appropriate IOL for a particular patient. It is intended to be used in conjunction with a comprehensive ophthalmic examination and the appropriate diagnostic tests and measurements necessary for cataract surgery candidates with a history of prior refractive surgery. The results obtained by the calculator are not intended to serve as medical or surgical instruction from the ESCRS, or be definitive; nor can ESCRS guarantee that the results will be accurate in every case. Physicians who use the Tool must arrive at their own independent determinations regarding the proper treatment for their patients and are solely responsible for the refractive outcome.
- 5.2 By using the Tool, you agree to indemnify and hold ESCRS (together with our trustees, directors, employees, and third party providers) harmless from any liabilities, costs, claims, damages and losses which may arise directly or indirectly as a result of your use of the Tool whether in accordance with these Terms or otherwise.
- 5.3 To the maximum extent permitted by law, we disclaim any and all implied conditions, warranties and representations that the Tool and the results or data obtained through it are of satisfactory quality, accurate, fit for a particular purpose, or non-infringing.

6. LIMITATION OF OUR LIABILITY

- 6.1 As the Tool is free to use, to the maximum extent permitted by law, we (together with our trustees, directors, employees, and third party providers) do not accept any liability to you (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) in respect of your use the Tool or from the results or data obtained from it.
- 6.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

7. LAWFUL USE

- 7.1 You may use the Tool only for lawful purposes. You must not use the Tool in any way that breaches any applicable local, national or international law or regulation.

8. VIRUSES

- 8.1 We do not guarantee that the Tool will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Tool. You should use your own virus protection software.

- 8.2 You must not misuse the Tool by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Tool, the server on which the Tool is stored or any server, computer or database connected to the Tool.

9. LINKING

- 9.1 You may link to the Tool, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link to the Tool in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to the Tool in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

- 9.2 If you wish to link to or make any use of the results or data derived from use of the Tool other than that set out above, please contact us at escrs@escrs.org.

10. TERMINATION

- 10.1 You may discontinue use of the Tool at any time. These Terms will continue to apply to any past use by you of the Tool.

11. MISCELLANEOUS

- 11.1 If we do not exercise or enforce any legal right or remedy which may be available to us, this will not be taken to be a formal waiver of our rights.

- 11.2 If any part of these Terms shall be unlawful or unenforceable for any reason, this shall not affect the remainder of these Terms and that part shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect.

- 11.3 All legal notices in relation to the Tool or these Terms should be given in writing and addressed to [insert email].

12. APPLICABLE LAW

- 12.1 These Terms shall be governed by and construed in accordance with the law of England and Wales. You and We irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation.

13. THIRD-PARTY LICENSES

- 13.1 The Tool compiles results from the following third party calculators that are licensed to ESCRS for use in the Tool. The use of each such third party provided calculator is subject to the respective terms and conditions linked below but such terms and conditions do not modify these Terms.

13.1.1 [Insert + link](#)

13.1.2 [Insert + link](#)

13.1.3 [Insert + link](#)

13.1.4 [Insert + link](#)

- 13.2 Such third party calculators are provided "as is", and the third party providers give no express or implied condition, warranty, guarantee or indemnity. All copyright and other intellectual property rights in and to such third party calculators are owned by the respective third party provider.

Last Updated: 23 August 2022