

## WEB SITE TERMS AND CONDITIONS

Welcome to the web site of Dr Robert Ayre ([www.teethwhiteningsafely.co.uk](http://www.teethwhiteningsafely.co.uk))

By accessing or using this web site you agree to be legally bound by the following terms and conditions and accept and agree to them as they apply to your access or use.

### 1. Purpose

The Dr Robert Ayre Web Site is intended to provide information about the Company, how and why it operates and the services it provides. Unless otherwise specified, the materials used by us on the Dr Robert Ayre Web Site are presented solely for the purpose of informing users about the Company and its events and services. The Dr Robert Ayre Web Site is controlled and operated by the Company from its offices in Hertfordshire. We make no representations that the materials are appropriate or available for use in locations outside England and Wales. Those who visit the Dr Robert Ayre Web Site from other locations do so at their own risk, and are responsible for compliance with all applicable laws relating to their use of the Dr Robert Ayre Web Site and material contained on it.

### 2. Liabilities

2.1 The Dr Robert Ayre Web Site and all materials and information thereon are provided on an "as is" basis. Dr Robert Ayre excludes any warranty, express or implied, as to the quality, accuracy, fitness for purpose, completeness and usefulness of any information or service provided through the Dr Robert Ayre Web Site.

2.2 We will not be liable to users of the Dr Robert Ayre Web Site for any loss or damage of any nature whatsoever and howsoever arising out of, or in connection with, the viewing, use or performance of the Dr Robert Ayre Web Site or its contents, whether due to inaccuracy, error, omission or any other cause and whether on the part of the Company, our servants or agents, or any other person. We cannot and do not guarantee or warrant that any material available for downloading from the Dr Robert Ayre Web Site will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy and use of data which you send and receive.

2.3 We reserve the absolute right to alter, suspend or discontinue any aspect of the Dr Robert Ayre Web Site or the services provided through it, including your access to it. We cannot guarantee that the Dr Robert Ayre Web Site will operate continuously or without interruptions or be error free. You must not attempt to interfere with the proper working of the Dr Robert Ayre Web Site and, in particular, you must not attempt to tamper with, hack into, or otherwise disrupt any computer system, server, router or any other Internet connected device associated with the Dr Robert Ayre Web Site.

### 3. User's Privacy and Data Protection

3.1 We take the privacy of all visitors seriously and the Company will only use any personal data collected during your use of the Dr Robert Ayre Web Site in accordance with current UK data protection legislation and these Terms. It will not, however, use any such data without seeking your specific prior authority to do so.

3.2 In the event that we do use your personal data, we will not disclose it to third parties (unless you have previously given your consent) except that we reserve the right to disclose your personal information to:

3.2.1 Anyone who may take over the running of the Web Site on our behalf as our data processor.

3.2.2 Any law enforcement agency requesting it in connection with the commission of any offence, once we are reasonably satisfied as to the circumstances surrounding the request and to protect our users and ourselves; and/or

3.2.3 Lawful government and/or regulatory authorities in response to lawful request for such information.

3.3 Certain non-personal information of visitors to the Dr Robert Ayre Web Site is recorded by the standard operation of our servers, including but without limitation, the URL that you just came from, which URL you next go to and what browser you are using.

3.4 If we need to process any data categorised as "sensitive" by the Data Protection Act 1998, we will always ask for your explicit consent when collecting the data.

3.5 In the unlikely event that the Dr Robert Ayre Web Site and the customer data relating to it are sold to another data controller, we will endeavour to ensure that your rights and freedoms in respect of the processing of your personal data are adequately and appropriately protected.

3.6 We provide several opportunities on the Web Site for you to communicate with us on-line. We would like to use your details to inform you [by e-mail or telephone] about our services and events that may be of interest to you. If you would like to receive such information, at each data collection point, you will have the opportunity to give us your consent for us to use your details for this purpose.

3.7 We hope that you will be delighted with the information and range of services you are offered. However, you may request that we cease contacting you at any time, by having your personal data removed from our database. This is called unsubscribing, and may be achieved by any of the methods set out at clause 3.8 below.

3.8 If you wish to contact us to unsubscribe under clause 3.7 above please use one of the following methods:

- e-mail us at [info@teethwhiteningsafely.co.uk](mailto:info@teethwhiteningsafely.co.uk)
- telephone us between 09.30 and 17.00, Monday to Friday (except on public holidays) on: 07935 921277
- write to us at: Dr Robert Ayre , Oak Drive, Huntingdon, Cambridgeshire, PE29 7HN

*please allow 40 (forty) days for the unsubscribe process to be completed.*

#### 4. Cookies

4.1 When you first visit the Dr Robert Ayre Web Site, we may send you a cookie. A cookie is a small file that can be placed on your computer's hard drive for record keeping purposes, and we may use them to do a number of things. For example:

4.1.1 Cookies help us to recognise you when you next visit the Dr Robert Ayre Web Site and note the pages you visit. This allows us to tailor the service we provide to your preferences;

4.1.2 Cookies may be used to compile anonymous statistics related to the take up or use of services, or to patterns of browsing. When used in this manner, you are not individually identified, and information collected in this manner is only used in aggregate and non-attributably.

4.2 You are not obliged to accept a cookie from us, and you may modify your browser so that it will not accept cookies. For information on how to achieve this please refer to the Help section on your browser, or contact your system administrator.

## 5. Indemnity

You agree to indemnify and hold us, and any of our officers, employees and agents harmless from and against all and any expenses, losses, liabilities, damages, costs or expenses of any character incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of or conduct on, the Dr Robert Ayre Web Site and/or a breach of these Terms.

## 6. Web Site Content

6.1 The material and content provided on the Dr Robert Ayre Web Site is for your personal, non-commercial use only, save where expressly provided otherwise, and you agree not for yourself or through or by way of assistance to any third party distribute or commercially exploit such material or content. The copyright in the contents of this web site is owned by or licensed to us, and all trademarks and other intellectual property rights in and relating to the web site are owned by us or licensed to us to use for such purposes.

6.2 You may make a copy of the content on the Dr Robert Ayre Web Site for your personal non-commercial use only provided that you keep all copyright and other proprietary notices intact, and you agree not to modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Dr Robert Ayre Web Site including but not limited to text, graphics, video, messages, code and/or software without our prior written consent. If you do wish to use any material please write to; Dr Robert Ayre, Oak Drive, Huntingdon, Cambridgeshire, PE29 7HN or e-mail: [info@teethwhiteningsafely.co.uk](mailto:info@teethwhiteningsafely.co.uk) . We will let you know on what terms such material may be available.

## 7. Links

7.1 Dr Robert Ayre makes no representations whatsoever about any other sites which you may access through the Dr Robert Ayre Web Site or which may link to the Dr Robert Ayre Web Site. When you access any other web site you understand that it is independent from the Dr Robert Ayre Web Site and that we have no control over the content or availability of that web site. In particular you agree that any dealings you have with such third party site operators shall be on the terms and conditions (if any) of the third party operator.

1. In addition, a link to any other web site does not mean that the Company endorses or accepts any responsibility for the content, or the use of, such a web site and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## 8. Notification of Changes

8.1 We may occasionally modify these Terms; when this happens; we will notify you via our home page.

## 9. Miscellaneous

We may assign or subcontract any or all of our rights and obligations under these Terms (subject to adequate protection of your rights). We may alter these Terms from time to time and post the new version on the Dr Robert Ayre Web Site, following which all use of the Company Web Site will be governed by that updated version. If any provision of the Terms shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible and deemed deleted from them. These Terms and your use of the Dr Robert Ayre Web Site are governed by the laws of England and Wales and you submit to the non-exclusive jurisdiction of the English courts

### **Dr Robert Ayre's Commitment to Privacy**

Dr Robert Ayre is fully committed to upholding its Privacy Policy. Providing the Company with your

personal information is an act of trust; an act that is taken very seriously in the way that Dr Robert Ayre operates. The Dr Robert Ayre Privacy Policy will outline details on how information is collected and used. Information is also provided on how to change or de-activate your data.

#### **Method of Collecting Information**

"Cookies" may be used to gather statistical information that will assist in understanding what users find interesting and useful on our Web Site. These cookies are known as your "Unique Visitor Cookie", a small piece of data, identifying you only by random number (e.g. 12489). No personal information can be identified about the user through cookies. This numerical data is sent to your browser from a web server and then stored onto your computer's hard drive. Through modification of browser preferences, a user can elect to accept all cookies, receive notification when a cookie is set or decline all cookies. Alterations to these settings may, however, affect the functionality of a Dr Robert Ayre Web Site.

#### **Type of Information Collected**

When visiting a Dr Robert Ayre Web Site, general information that will not personally identify you may be collected. Types of information include data about pages visited, duration of page view, location previous to accessing a Dr Robert Ayre Web Site, navigational habits of users along with details on browser (including Internet Protocol 'IP' addresses or browser configurations) and operating systems. This information alone does not identify an individual and will not be combined with information that can trace back to a specific individual. Instead, it provides statistics that are used to analyze and improve the Dr Robert Ayre Web Site. Through this "Aggregate Statistical Data," insight and a greater understanding of how people respond to a Dr Robert Ayre Web Site can be gained whilst concealing all personally identifiable or sensitive data.

#### **Personally Identifiable Information**

Personally identifiable information is defined as any personal information that could identify you such as your name, address, telephone number, billing and shipping information, credit card information or e-mail address.

Generally, when you visit a Dr Robert Ayre Web Site, you are not required to disclose who you are or reveal any personally identifiable information. Since Dr Robert Ayre takes your privacy seriously, no personally identifiable information will be collected unless it is voluntarily provided. At no time during your visit to a Dr Robert Ayre Web Site should you feel obligated to reveal any personal information to Dr Robert Ayre.

#### **Access to Information**

In some circumstances, Dr Robert Ayre may request that demographic information be provided in order to participate in certain promotions, receive product information or buy products offered through Dr Robert Ayre Web Sites. Dr Robert Ayre may also seek personal information in order to verify whether you have already completed a survey or questionnaire. The primary goal in collecting personally identifiable information is to provide a better understanding of your needs.

Dr Robert Ayre will not sell or provide any personal details in its possession to a mailing list. Personal information may be shared with third party suppliers and service providers including independent contractors providing services for or with Dr Robert Ayre. In all cases, these third parties are contractually required to keep that information confidential. They are not authorized by Dr Robert Ayre to use that information for any other purpose than to carry out the services they are performing for or with Dr Robert Ayre. Information may be disclosed to third parties if consent is received, if we are compelled or authorised to do so by Law, or if there is a reasonable belief that there is a threat to someone's life or health.

The Dr Robert Ayre Web Site contains an opt-in mailing list which requests receipt of a periodic newsletter. You may voluntarily choose to receive this correspondence. To remove your name from the mailing list, simply unsubscribe by sending an email to [info@teethwhiteningsafely.co.uk](mailto:info@teethwhiteningsafely.co.uk).

Personally identifiable information submitted for employment purposes will only be used in connection with the application process. It will not be used or disclosed for any other purposes unless required or authorized by Law. In this case, the disclosure of information may be required if Dr Robert Ayre is compelled or authorised to do so by Legal Authorities or if there is a reasonable belief that there is a threat to an individual's life or health.

### **Security and Storage of Information Collected**

Dr Robert Ayre is committed to maintaining the security of data collected and protecting it from loss, misuse or alteration. This applies to demographic information, client site usage information and personally identifiable information. Data collected is stored on secure Dr Robert Ayre servers that can be accessed by authorised Dr Robert Ayre personnel only. To safeguard all information collected, Dr Robert Ayre and its employees follow the practices in this Policy. Access or use of information for any purpose other than those explained in this Policy will not be authorised.

### **Changing and De-activating Your information**

If you would like to change or de-activate any personally identifiable information you have submitted to Dr Robert Ayre, please send a request to [info@teethwhiteningsafely.co.uk](mailto:info@teethwhiteningsafely.co.uk). As soon as your request is received, Dr Robert Ayre will change or de-activate any information that could be used to identify you unless disclosure is required or authorised by Law. Once de-activated, your data will no longer be accessible. However, due to limitations imposed by system backups to magnetic media including the off-site secure storage of data, data can (in some circumstances) remain on these tapes. In the unlikely event that one of these tapes is accessed as part of a larger recovery of Dr Robert Ayre data, your data would continue to be flagged and remain de-activated and inaccessible for use by Dr Robert Ayre staff.

### **Changes to the Privacy Policy**

To fully protect your privacy, Dr Robert Ayre reserves the right to amend this Policy at any time and for any reason. Amended terms will be posted via the Dr Robert Ayre Web Site as they occur and you are encouraged to check back frequently for updates. This privacy policy was last amended on 14 February 2007.

### **No Contract or Liability**

Nothing contained in this Policy is intended to create a contract or agreement between Dr Robert Ayre and any user providing identifiable information in any form, when visiting any Dr Robert Ayre site. All necessary steps will be taken to comply with this Privacy Policy, but to the extent permitted by Law, nothing in this policy is intended to hold Dr Robert Ayre liable for any failure to comply with this policy. Dr Robert Ayre makes no representations whatsoever about any other sites which you may access through the Dr Robert Ayre Web Site or which may link to the Dr Robert Ayre Web Site. When you access any other web site you understand that it is independent from the Dr Robert Ayre Web Site and that we have no control over the content or availability of that web site. In particular you agree that any dealings you have with such third party site operators shall be on the terms and conditions (if any) of the third party operator. In addition, a link to any other web site does not mean that the Company endorses or accepts any responsibility for the content, or the use of, such a web site and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### **Contact Dr Robert Ayre about this policy**

If you have any questions or comments regarding this policy, please contact Dr Robert Ayre at [info@teethwhiteningsafely.co.uk](mailto:info@teethwhiteningsafely.co.uk) or 07935 921277