

British Association of Dental Nurses

Website and Third Party Groups Terms and Conditions of Use

1. Introduction

These terms and conditions of use ('Terms') govern your use of our website ('the Website') and any groups, forums or pages that are created by us or in our names on third party sites ('Third Party Groups'). Please read through these terms in full before you use the Website and any Third Party Groups. By using the Website and/or any Third Party Groups you accept these Terms. If you cannot accept any of the Terms, please do not use the Website or any resources on the Website.

2. Amendments

We reserve the right to update and modify these Terms at any time. We may notify you of such changes by any reasonable means, including posting an announcement on the Website. It is your responsibility to review any modified Terms. Your continued use of the Website and/or Third Party Groups following changes to these Terms will constitute an acceptance.

3. Access

You are responsible for all access to the Website even if it access is by another person. We reserve the right to restrict your access to the Website and/or a Third Party Group or part of them. Access to restricted areas of the Website and/or a Third Party Group may be subject to registration and other conditions. If we grant you permission to access a restricted area, we may withdraw that permission at any time (including where you breach any of these Terms).

4. Availability

- 4.1. We will use reasonable efforts to ensure that the Website is available at all times. However, we cannot guarantee that the Website or any individual function or feature of the Website will always be available and/or error free. In particular, the Website may be unavailable during periods when we are implementing upgrades to or carrying out essential maintenance on the Website.
- 4.2. Where the availability of a Third Party Group is dependent on a third party, the availability of a Third Party Group as we will be subject to their availability which is out of our control.

5. Content

- 5.1. The intellectual property rights in the Website and all of the text, pictures, videos and other content made available on it are owned by us and our licensors. You may not print or otherwise make copies of any such content without our express prior permission.
- 5.2. Where we have posted text, pictures, videos and other content on a Third Party Group, such content is owned by us and our licensors.
- 5.3. We do not own, nor can we take responsibility for, content that is posted on a Third Party Group a user or member of that Third Party Group and not by us.

5.4. Any material that a visitor to the Website or a user of a Third Party Group sends or post to this Website shall not be considered confidential or owned by the visitor or user. We shall be entitled to copy, disclose, distribute or use all material provided to us with the exceptional information which will only be used in accordance with our Privacy Policy.

6. Use

6.1. Your permission to use the Website and Third Party Groups is personal and non-transferable.

6.2. Your use of the Website and participation in any Third Party Group is conditional upon your compliance with the rules of conduct set out in these Terms.

6.3. You agree that you will not:

- use the Website and Third Party Groups for any fraudulent or unlawful purpose;
- use the Website and Third Party Groups to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
- post the details of any practices, companies or patients on the Website and Third Party Groups may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk and subject to the terms and condition of third party.
- impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website and Third Party Groups or express or imply that we endorse any statement you make;
- post unauthorised communications on the Website and Third Party Groups;
- solicit login information belonging to anyone else;
- bully, intimate or harass any other user;
- post content that is hate speech, threatening, pornographic, incites violence or contains nudity or graphic or gratuitous violence;
- use the Website and Third Party Groups to do anything unlawful, misleading or discriminatory;
- facilitate or encourage any breach of these Terms;
- post material on the Website and Third Party Groups that encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability or otherwise is contrary to UK law;
- interfere with or disrupt the operation of the Website and Third Party Groups or the servers or networks used to make the Website and Third Party Groups available or violate any requirements, procedures, policies or regulations of such networks;

- transmit or otherwise make available in connection with the Website and Third Party Groups any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
- reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website and Third Party Groups;
- modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website and Third Party Groups. If you wish to reverse engineer any part of the Website and Third Party Groups to create an interoperable program you must contact us and we may provide interface data subject to verification of your identity and other information;
- remove any copyright, trade mark or other proprietary rights notice from the Site or materials originating from the Website and Third Party Groups;
- frame or mirror any part of the Website and Third Party Groups without our express prior written consent;
- create a database by systematically downloading and storing Website content;
- use any manual or automatic device in any way to gather Website content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Website and Third Party Groups for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service.

6.4. We reserve the right to revoke these exceptions either generally or in specific instances.

6.5. We will co-operate fully with any law enforcement authorities or court requiring us to disclose the identity of any person posting material to the Website and Third Party Groups in breach of these Terms.

7. Discussions Groups and Forums

7.1. We may monitor or review any areas on the Website or Third Party Groups where users transmit or post communication or communicate with each other.

7.2. We will not have any liability in respect of the content of any such communications or posts. These are the responsibility of the user who posts or is communicating.

7.3. We may edit or remove content from the Website or a Third Party Group at any time.

8. Termination.

8.1. These Terms are effective until terminated by either party. If you no longer agree to be bound by the Terms then you must cease using the Website and any Third Party Groups.

8.2. We reserve the right to terminate your use of the Website and any Third Party Groups if we believe you are in breach of any part of these Terms.

9. Links

- 9.1. The Website and/or Third Party Groups may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk and subject to the terms and condition of third party.
- 9.2. We may block any links to or from the Website and any Third Party Groups. Additionally, we may provide tools to allow you to link to the Website and any Third Party Groups directly from a third party site. If you do link to the Website and any Third Party Groups (whether using such tools or otherwise), you agree that you will disable and remove any such link promptly upon our request.

10. Liability

- 10.1. We provide the Website on an 'as is' basis.
- 10.2. We make no representations as to the quality, completeness or accuracy of any content made available on the Website and any Third Party Group.
- 10.3. To the maximum extent permitted by law, we expressly exclude:
 - all conditions, warranties and other terms that might otherwise be implied by law into these Terms; and
 - any and all liability to you, whether arising under these Terms or otherwise in connection with your use of the Site.
- 10.4. The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- 10.5. Notwithstanding the foregoing, nothing in these Terms is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded, nor in any way to exclude or limit (site owner) liability to you for death or personal injury resulting from our negligence or that of our employees or agents.
- 10.6. Nothing in these Terms shall exclude or limit liability for death or personal injury caused by negligence which cannot be excluded under English Law.

11. Law and Jurisdiction

These Terms are governed by English Law. Any dispute arising in connection with these Terms shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Last Updated: August 2014