#### **TERMS OF WEBSITE USE**

Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

## Reliance on information posted & disclaimer

The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from use of this site.

#### Information about us

<u>www.osteocure.co.uk</u> is a site operated by Osteocure Clinic. Our office is located 2 Great Braitch Lane, Hatfield, Hertfordshire, AL10 9FD

# Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

# Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

### **Our liability**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue;
loss of business;
loss of profits or contracts;
loss of anticipated savings;
loss of data;
loss of goodwill;

wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct

financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

# Information about you and your visits to our site

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

### Viruses, hacking and other offences

You must not misuse our site 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 our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-

operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

### Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

## Jurisdiction and applicable law

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **Variations**

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

### Your concerns

If you have any concerns about material which appears on our site, please contact info@osteocure.co.uk

Thank you for visiting our site.

#### PRIVACY POLICY

- 1. This privacy policy applies to Osteocure Clinic website at <a href="www.osteocure.co.uk">www.osteocure.co.uk</a>. Osteocure Clinic take your privacy seriously. This policy covers the collection, processing and other use of personal data under the Data Protection Act 1998 ("DPA") and the General Data Protection Regulations ("GDPR").
- 2. If you need to contact us you can do so by emailing info@osteocure.co.uk at any time.

### Information we collect

- 4. We will collect personal data on this website only if it is directly provided to us by you the user, e.g. your e-mail address, name, home or work address and telephone number, and therefore has been provided by you with your consent. Normally you will only provide such details if you contact us for support or services or you are making a purchase from us.
- 5. We also use analytical and statistical tools that monitor details of your visits to our website and the resources that you access, including, but not limited to, traffic data, location data, weblogs and other communication data (but this data will not identify you personally).

# Use of your information

- 6. We may hold and process personal data that you provide to us in accordance with the DPA and GDPR.
- 7. The information that we collect and store relating to you is primarily used to enable us to provide our services to you, and to meet our contractual commitments to you. In addition, we may use the information for the following purposes:

To notify you about any changes to our website, such as improvements or service/product changes, that may affect our service;

If you are an existing customer, we may contact you with information about goods and services similar to those that were the subject of a previous sale to you;

Where you have consented to receive such information, to provide information on other parties' products or services that we feel may be of interest to you;

Where you have consented to receive our e-newsletters, from time to time to provide that to you.

# Disclosure of your information

- 8. We may disclose your information to regulatory bodies to enable us to comply with the law and to assist fraud protection and minimise credit risk.
- 9. Where you have consented for us to do so, we may provide your data to selected third parties who may contact you about their goods or services that you may be interested in.
- 10. If you do not want us to use your data for our use, you will have the opportunity to withhold your consent to this when you provide your details to us, or you can do so by contacting us via the address detailed in clause 2 at any time.

11. Please be advised that we do not reveal information about identifiable individuals to our advertisers but we may, on occasion, provide them with aggregate statistical information about our visitors.

Controlling the use of your data

12. If you have given us consent to use your data for a particular purpose you can revoke or vary that consent at any time. If you do not want us to use your data or want to vary the consent that you have provided you can contact us at the address detailed in clause 2 at any time.

Where we store and transfer your data

- 15. We do not use or disclose sensitive personal data, such as race, religion, or political affiliations, without your explicit consent.
- 17. We will process, disclose or share your personal data only if required to do so by law or in the good faith belief that such action is necessary to comply with legal requirements or legal process served on us or the website.
- 18. You have the right to opt out of our processing your personal data for marketing purposes by contacting us at info@osteocure.co.uk

# Security

- 19. The transmission of information via the Internet or email is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of data while you are transmitting it to our site; any such transmission is at your own risk. Once we have received your personal data, we will use strict procedures and security features to try to prevent unauthorised access.
- 21. You might find links to third party websites on our website. These websites should have their own privacy policies, which you should check. We do not accept any responsibility or liability for their policies whatsoever as we have no control over them.

### Use of cookies

22. Our website uses cookies as most websites do. We use cookies to gather information about your computer for our services and to provide statistical information regarding the use of our Website. Such information will not identify you personally - it is statistical data about our visitors and their use of our Website. This statistical data does not identify any personal details whatsoever. We may also gather information about your general Internet use by using a cookie file. Where used, these cookies are downloaded to your computer automatically. This cookie file is stored on the hard drive of your computer, as cookies contain information that is transferred to your computer's hard drive. They help us to improve our Website and the service that we provide to you. All computers have the ability to decline cookies. This can be done by activating the setting on your browser which enables you to decline the cookies. Please note that should you choose to decline cookies, you may be unable to access particular parts of our Website.

Here are some examples of how we use cookies.

- Determining if you are logged in or not
- Remembering if you have given consent to hide our privacy policy warning

# Your rights

- 23. The DPA and GDPR give you the right to access information held about you by us. Please write to us or contact us by email if you wish to request confirmation of what personal information we hold relating to you. You can write to us at the address detailed in clause 2, above, or by email to info@osteocure.co.uk. There is no charge for requesting that we provide you with details of the personal data that we hold. We will provide this information within one month of your requesting the data.
- 24. You have the right to change the permissions that you have given us in relation to how we may use your data. You also have the right to request that we cease using your data or that we delete all personal data records that we hold relating to you. You can exercise these rights at any time by emailing <a href="mailto:info@osteocure.co.uk">info@osteocure.co.uk</a>.

# Changes to this policy

25. We may update these policies to reflect changes to the website and customer feedback. Please regularly review these policies to be informed of how we are protecting your personal data.

We welcome any queries, comments or requests you may have regarding this Privacy Policy. Please do not hesitate to contact us at Osteocure Clinic, 2 Great Braitch Lane, Hatfield, Hertfordshire, AL10 9FD or info@osteocure.co.uk