

Implant Logbook - Terms of Use

These Terms of Use ("**Terms**") govern your use of the Association of Dental Implantology Audit Website (the "**Website**"). The Website is only available to members of the Association of Dental Implantology (a company limited by guarantee and registered in England with number 02260991 and registered as a charity in England with number 800238) whose registered office is at Neptune House, 70 Royal Hill, London SE10 8RF (the "**ADI**"). By becoming a registered user of the Website, you acknowledge and agree that you are a member of the ADI and, you are indicating your acceptance of these Terms. The ADI may change the Terms at any time by putting amended Terms on the Website. If you do not accept these Terms or if you are not a registered member of the ADI please do not use this website.

Accessing the Website

You may access the Website if you have set up an account and registered a user name and password. You are responsible for keeping your account details and password confidential. You must ensure that nobody else knows your username and password. If you think that somebody else knows your username and password you must tell the ADI immediately so that the ADI can change your account details. Please telephone the following number if you believe your account is no longer secure: **020 8487 5555**.

Access to the Website is permitted on a temporary basis, and the ADI reserves the right to withdraw or amend the service the ADI provides on the Website without notice (see below). The ADI may block your account and restrict your access to the Website if the ADI believes that you are in breach of these Terms. If your account is blocked please telephone the following number to reactivate it: **020 8487 5555**. The ADI is under no obligation to reactivate your account.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection or your registered user account details are aware of these Terms, and that they comply with them.

Use of the Website

Use of the Website by you is restricted to use for your own internal commercial or business purposes within the field of dental implantology; for the following purposes:

- uploading, recording and storing patient information relating to dental implantology patients including name, date of birth, and practice which the patient attended;
- uploading, recording and storing treatment information including details of augmentation treatments, implant treatments, restorative treatments, aftercare following such treatments and complications arising from the treatments and aftercare

together the "**Contributions**" and:

- sharing patient treatment information with other users involved in treating the patient;
- management of patient and treatment records.

For the avoidance of doubt, you may not upload any information relating to dental treatments or any other dental

or medical practices which do not involve dental implantology. Whenever you upload Contributions on to the

Website, or share patient information with other users you must comply with the Data Protection Policy and the sections on Content Standards and Prohibited Use within these Terms.

You warrant that any Contribution complies with the Data Protection Policy and Contents Standards and any applicable laws, legislation and codes of conduct.

Any Contributions or other material you upload to the Website will be considered confidential and proprietary and the ADI shall only use such information as set out in the sections "How the ADI will use your Contributions" and in the Data Protection Policy within these Terms.

How the ADI will use your Contributions

The ADI will extract aggregated, anonymous information from your Contributions for the purposes of collecting, collating and correlating such data and compiling such data into a national audit database. The ADI shall publish such data in any form which it considers to be appropriate for the benefit of its members.

The ADI may extract for its own purposes and may provide third parties with anonymous aggregated information extracted from Contributions (for example, that a certain implant has been used successfully by 500 members).

The ADI has the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

The ADI will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.

Content Standards

These content standards apply to any and all Contributions and any other material which you contribute to the Website.

The standards apply to each part of any Contribution as well as to its whole. Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted, including, but not limited to, the Data Protection Act 1998.

Contributions must not contain any material which is defamatory of any person or which is obscene, offensive, hateful or inflammatory, or which promotes sexually explicit material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, infringes any copyright, database right or trade mark of any other person, is likely to deceive any person, or is breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

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Prohibited Uses

The Website must not be used in a derogatory manner or in any manner which may adversely affect the ADI's business or reputation.

- You may use the Website only for lawful purposes. You may not use the Website in any way that breaches any applicable local, national or international law or regulation, is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect, for the purpose of harming or attempting to harm minors in any way, to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards and Website Use provisions above or which constitutes

unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam) or to knowingly transmit any data, send or upload any material that contains viruses.

- You also agree not to reproduce, duplicate, copy or re-sell any part of the Website; or to access without authority, interfere with, damage or disrupt any part of the Website, any equipment or network on which the website is stored, any software used in the provision of the Website; or any equipment or network or software owned or used by any third party.

Data Protection Policy

This Data Protection is an integral part of the Terms of Use and must be read and acknowledged as such.

The ADI is committed to ensuring that your personal information is used properly and is kept securely. This Data Protection Policy explains how we will collect and use personal information through the Website.

Within this Data Protection Policy and these Terms **Data Controller, Data Processor, Personal Data and Processing (or Process or Processed)** shall have the meanings given in the DPA 1998 and **DPA 1998** shall mean the Data Protection Act 1998 as amended from time to time;

By submitting information to the Website, whether during the registration process or when posting Contributions, you are consenting to the processing of such information by us and our agents in accordance with this Data Protection Policy.

Collection of personal information

The ADI collects the following information from you in order to register you as a user of the Website: [your name, age, email address, home address, ADI membership registration details]. You also provide us with a user name and password when you register ("**Registration Data**"). The ADI cannot register you as a user without this information.

The ADI also collects the following related information about you: IP address, aggregate user data and browser type ("**Related Information**").

All Contributions submitted to the Website by you are voluntary and may include personal information relating to your patients ("**Patient Information**"). You may upload Patient Information to the Website on your profile page, in the My Patients Section and New Patients Section only when you have informed the patient that you will use their Patient Information in this way and received their express consent. You may upload Patient Information on to the Shared Patients section and allow access to this Patient Information by other users only when the patient is also a patient of such user and both you and the other user have informed the patient and received the patient's express consent that their Patient Information shall be used in this way.

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Use of Your personal information

The ADI uses your Registration Data in order to register you as a user, to administer your use of the Website and to provide you with services available through the Website, such as messaging services. We also use your Registration Data in order to contact you by email with service-related announcements. The ADI may use your

Registration Data to contact you about products and services that we think may be of interest to you and to request your participation in surveys or other activities related to the ADI or other projects with which we are involved.

The ADI uses Related Information to manage and improve the Website and services available through the Website, to track and analyse usage of the Website and for security purposes.

A cookie is a piece of information that is held on the hard drive of your computer which records how you have used a website. The ADI uses cookies to accumulate useful information, such as whether the computer has visited the Website before. This is done on a repeat visit by checking to see, and finding, the cookie left there on the last visit.

We use cookies to monitor how people use the Website in order to help us to provide you with a better service. Cookies make it easier for you to log on and use the Website during future visits. They also allow us to personalise the content of the Website for you.

If you do not want cookies downloaded onto your machine, you can disable them by adjusting the settings on your browser. However, you may not be able to use some of the features on the Website without cookies.

You control the purposes for which Patient Information is used on the Website, therefore you are the data controller in relation to Patient Information. We store Patient Information on your behalf but we will not use Personal Data contained in Patient Information for our own purposes. We will use your Contributions only as stated in this Data Protection Policy and the section on "How the ADI will use your Contributions" in these Terms.

Sharing Your Personal Information

The ADI may share your personal information with third parties in the following ways:

The ADI may sometimes use third parties to process personal information on our behalf. For example, to host the Website and to maintain our IT systems. Where we use a third party to process your personal information on our behalf, we will ensure that they have adequate security measures in place to safeguard your personal information.

The ADI will release your personal information when we are required to do so for legal or regulatory purposes or as part of legal proceedings.

The ADI may give information we hold about you to third parties as part of the process of selling our business.

In some circumstances we may transfer your personal information to countries outside of the European Economic Area, where data protection safeguards are not as high as they are in the UK. If this occurs we will ensure that adequate measures are taken to protect your personal information.

Patient Data

You agree and acknowledge that you have informed your patients and obtained the express consent of your patients to upload Patient Information on to the Website and where appropriate, share such Patient Information with other users and you agree to indemnify and keep indemnified the ADI from and against all costs, expenses (including, but not limited to, legal and other professional fees and expenses) losses, damages and other liabilities suffered or incurred by the ADI and arising out of or in connection with a breach of the DPA 1998 by you.

Intellectual Property

Intellectual Property owned by You

Title to and interest in Contributions uploaded on to the Website by you in accordance with these Terms shall vest in you. You hereby agree to grant a non-exclusive, transferable, royalty free, worldwide, perpetual licence

to the ADI to use and commercially exploit all intellectual property in the Contributions (with the right to transfer and sub-licence) by the ADI in connection with, without limitation, compiling a database of anonymous, aggregated information contained in the Contributions, data extraction, data gathering, accessing, analysing, collecting and collating non-Personal Data within the Contributions for the purposes of statistical and data analysis, reporting, publishing and drawing conclusions from the results of analysis and providing such results, data extractions, databases, analysis and conclusions to third parties whether or not in return for revenue (the "**Licence**").

For the avoidance of doubt the licence granted by you to the ADI does not include a licence or in any way infer any right on the ADI to use any Personal Data within the Contributions.

Intellectual property Owned by Us

Title to and interest in intellectual property in anonymous data extracted by the ADI and any database compiled from such data and any other expression of such data, under the above Licence shall vest and remain vested in the ADI.

All information and images contained on the Website, other than Contributions, are the property of the ADI and are protected by copyright laws. All software used on the Website is the property of the ADI or its software suppliers and is protected by copyright laws. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organisation to material posted on the Website.

Except for your own Contributions 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.

The status of the ADI (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.

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

Unless the conditions below are met, the content of the Website may not be distributed, modified, reproduced in whole or in part without the prior written permission of the ADI.

Information Gathering

You may not use any data gathering or data extraction tools, such as robots, on the Website without the prior written permission of the ADI.

Changes to the Website

The ADI aims to update the Website regularly, and may change the content at any time. If the need arises, the ADI may suspend access to the Website, or close it indefinitely. Any of the material and Contributions on the

Website may be out of date at any given time, and the ADI is under no obligation to update such material.

Hacking and Offences

You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack our Website via a denial-of- service attack or a distributed denial-of service attack.

DICLAIMERS - PLEASE READ THIS SECTION CAREFULLY

Except as set out below, the ADI does not accept any responsibility for any loss or damage arising out of or in connection with the use of the Website by you including, without limitation, indirect or consequential loss or damage, loss of Patient Information, loss of Contributions, loss of other data, loss of anticipated revenues, loss of business opportunities, loss of goodwill, or damage to reputation. Nothing in these Terms shall operate to limit or exclude the ADI's liability for:

- death or personal injury caused by the ADI's negligence;
- for fraud (including, but not limited to, fraudulent misrepresentation).

All Contributions uploaded on to the Website in accordance with these Terms will be stored as stated, on our secure servers. The ADI does not accept any responsibility for any loss or damage to such Patient Information and Contributions and it is your responsibility to ensure that such Patient Information and Contributions are backed up in a secure location at your cost.

We will not be liable if for any reason the Website is unavailable at any time or for any period.

The ADI does not guarantee that access to and use of the website will be uninterrupted or error-free. From time to time the ADI may suspend or restrict access to the Website in order to carry out repairs, maintenance or to introduce new facilities. The ADI does not warrant that the information on the Website is accurate or complete and is not responsible for checking that information is accurate or complete.

Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. Commentary, Contributions and Patient Information about dental implantology treatments, dental implants or any other medical or dental information are not intended to amount to instructions or advice on how to carry out any procedure, treatment or administer any dental or medical treatment whatsoever. The ADI therefore disclaims all liability and responsibility arising from any reliance placed on such materials by you or any visitor to the Website or any third party or user, or by anyone who may be informed of any of its contents. The ADI does not warrant that it will verify the accuracy of any Patient Information or Contributions.

Mention of third party products, services, companies and websites on the website is for information purposes only and constitutes neither an endorsement nor a recommendation. Please note that all third party products must be ordered directly from the third party.

The aggregate liability (inclusive of interest and legal and other costs) of the ADI to you in respect of all claims arising under or in connection with these Terms and your use of the Website (whether by reason of any negligence by the ADI or any of its employees or agents, any non-fraudulent misrepresentation, any breach of contract, breach of statutory duty, under the terms of any indemnity given by the ADI, or otherwise) shall not in any event exceed £1000.

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Indemnity

You agree to indemnify and keep indemnified the ADI from and against all costs, expenses (including, but not limited to, legal and other professional fees and expenses) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) suffered or incurred by the ADI and arising out of or in connection with any breach of these Terms or the Data Protection Policy

by you, save to the extent that any such costs, expenses, losses, damages or other liabilities were caused or contributed to by any negligence or breach of these Terms by the ADI.

You agree to indemnify and keep indemnified the ADI from and against all costs, expenses (including, but not limited to, legal and other professional fees and expenses on a full indemnity basis) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) suffered or incurred by the ADI and arising out of or in connection with any claim, action or demand alleging that the use by the ADI of any Contributions or Patient Information in accordance with these Terms infringes the intellectual property rights or other rights of any third party.

Suspension and Termination

The ADI will determine your use of the Website, in our discretion, where there has been a breach of these Terms through your use of the Website. When a breach of these Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these Terms constitutes a material breach of the Terms upon which you are permitted to use the Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Website;
- immediate, temporary or permanent removal of any posting or material uploaded by you to the Website;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The ADI excludes liability for actions taken in response to breaches of these Terms. The responses described in

these Terms are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the Terms

The ADI 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 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 the Website.

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Severance

If any provision in these Terms is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of these Terms not affected by such invalidity or unenforceability shall remain in full force and effect.

Waiver

No delay or failure by the ADI in enforcing any provision in these Terms shall be deemed to be a waiver or create a precedent or in any way prejudice the ADI's rights under these Terms.

Jurisdiction and Governing Law

These Terms shall be governed by and construed in accordance with the laws of England. Any dispute arising under these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

Contact Us

If you have any questions about these Terms please contact us:

Association of Dental Implantology, 18-20 Hill Rise, Richmond upon Thames, TW10 6UA