

## Disclaimer for ADI Mentor Register website pages

### 1 Introduction

This disclaimer (“**Disclaimer**”) governs your use of the ADI Mentor Register (“**the Register**”) site pages (“**the Site**”) of the Association of Dental Implantology Limited, a company registered in England and Wales with company number 2260991 (“**ADI**”). By using the Site, you accept this Disclaimer in full. If you disagree with any part of this Disclaimer, you must not use the Site.

### 2 Service Access

- 2.1 Whilst every effort has been taken to ensure the accuracy of the information provided on the Site (and to correct any errors or omissions within a reasonable period of time after being notified of them), ADI does not guarantee that the Site will be accurate, complete, reliable, current or error-free. Subject to clause 4.4, ADI does not accept liability for any errors or omissions.
- 2.2 ADI may change, modify or remove the material on the Site at any time without notice.
- 2.3 ADI will use reasonable endeavours to allow uninterrupted access to the Site, but access to the Site may be suspended, restricted or terminated at any time.

### 3 The role of ADI

- 3.1 The content of this Site is provided for general information only. The role of ADI is solely to act as a facilitator to enable ADI members (“**Members**”) who have satisfied the criteria set out in the ‘**Condition of entry to the Register**’ page on the Site <https://www.adi.org.uk/mentors/join/> (“**Mentors**”) to pass on their knowledge and clinical expertise to other Members (and/or GDC registered dentists who are not Members) who wish to extend their knowledge about dental implants (“**Mentees**”). A regional list of Mentors is available through the ‘**Find a mentor**’ page on the Site <https://www.adi.org.uk/mentors/search/>. This Disclaimer applies to any person who uses the Site. On the ‘**Guidance for Mentor and Mentees**’ page on the Site [https://www.adi.org.uk/resources/mentors/guidance\\_for\\_mentors\\_mentees.aspx](https://www.adi.org.uk/resources/mentors/guidance_for_mentors_mentees.aspx), ADI has set out for information only the suggested minimum requirements and obligations for Mentors and Mentees, but (subject to clause 4.4) ADI accepts no liability if these requirements and obligations are not met by any Mentor or Mentee.
- 3.2 For the avoidance of doubt, ADI:
  - 3.2.1 has an entirely neutral role and does not guarantee or promise any specific results from use of the Site. ADI does not monitor (unless notified to do so under clause 2.1), verify or endorse information provided on this Site. ADI does not recommend or specifically appoint Mentors from the Register and nor does it warrant that any Mentor or Mentee is suitably qualified. ADI does not assess the suitability of Mentors or Mentees when they seek a pairing with other Mentors or Mentees;
  - 3.2.2 will not be party to any relationship that arises between any Members, Mentors, Mentees or third parties as a result of use of the Site. ADI does not act as an agent for Members, Mentors, Mentees or third parties (who, in turn, do not act as agents for ADI). All Members, Mentors, Mentees or third parties should seek independent legal advice as appropriate and satisfy themselves that they are happy to enter into such an arrangement before committing themselves;
  - 3.2.3 will not be party to or involved in any financial arrangement that is made between Members, Mentors, Mentees or third parties. This includes, but is not limited to, any direct payments made between Members, Mentors, Mentees or third parties, or any other indirect financial benefits which may pass between Members, Mentors, Mentees or third parties;
  - 3.2.4 does not accept any responsibility for any act or omission made by a Mentor or Mentee (whether clinical or otherwise) in any capacity. When a Mentor/Mentee

relationship has been established, the Mentor takes responsibility for the Mentee's work (clinical or otherwise); and

- 3.2.5 will have no involvement in, or any responsibility to resolve, any complaint that arises between Members, Mentors, Mentees or third parties. Resolution of such a complaint shall be the sole responsibility of the Members, Mentors, Mentees or third parties.

#### **4 Limitations of liability**

- 4.1 To the fullest extent permitted by law, ADI excludes all warranties, terms, conditions and representations (whether express or implied) relating to the Site and the use of the Site (including, without limitation, any warranties implied by law for the use of reasonable care and skill).
- 4.2 To the fullest extent permitted by law, all liability and responsibility on the part of ADI (and any of ADI's officers, directors, employees, shareholders or agents) for any loss or damage that may be incurred by any Member, Mentor, Mentee or third party including without limitation, any direct, indirect, punitive, consequential or special loss or damages, and whether in tort (including, but not limited to, negligence), contract or otherwise in connection with:
- 4.2.1 this Site;
  - 4.2.2 the use, inability to use or the results of use of this Site;
  - 4.2.3 any sites linked to this Site or the material on such sites;
  - 4.2.4 your downloading of any material from this Site or any sites linked to this Site; or
  - 4.2.5 viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Site

is hereby excluded.

- 4.3 ADI shall not be held liable for any servicing, repair or correction of equipment, software or data resulting from your use of the Site (or anything in connection with it).
- 4.4 Nothing in this Disclaimer shall exclude or limit ADI's liability for death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977), fraud, misrepresentation as to a material matter, or any liability that cannot be excluded or limited by law.

#### **5 Miscellaneous**

- 5.1 ADI may revise this Disclaimer from time-to-time. Any revised disclaimer will apply to the use of the Site from the date of the publication of the revised disclaimer on the Site. ADI will put a note on the Site if a revised disclaimer has been applied to the Site.
- 5.2 For the avoidance of doubt, where this Disclaimer conflicts with the Register (as revised from time to time in accordance with clause 5.1), the terms and conditions of this Disclaimer shall prevail.
- 5.3 If any provision of this Disclaimer is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and where capable the validity and enforceability of the remaining provisions of this Disclaimer shall not be affected.
- 5.4 The content of the Site is directed solely at those who access the site from the United Kingdom. ADI makes no representation that any of the content is available or otherwise suitable for use outside of the United Kingdom.
- 5.5 This Disclaimer will be governed by and construed in accordance with English law, and any disputes relating to this Disclaimer will be subject to the exclusive jurisdiction of the courts of England and Wales.