

## **Clean Water Club Terms & Conditions**

Use of the Dentisan Clean Water Club site (the "Site") and its contents is subject to the following terms and conditions. By using the Site, or by clicking the "I agree" checkbox on the enrolment form, you accept and agree to be legally bound by these Terms of Use, whether or not you are a registered member of the Site. If any of these Terms of Use is unacceptable to you, do not use the Site.

Changes to terms of use are binding. We may change these Terms of Use from time to time without advance notice. Your use of the Site or any of its content after any changes have been made will constitute your agreement on a prospective basis to the modified Terms of Use and all of the changes. Accordingly, you should read these Terms of Use from time to time for any changes.

Copyright and other protection. The Site and content available on the Site (collectively, the "Content") are protected by copyright, trademark and other laws. Dentisan owns the copyright and other rights in the Site and the Content. You may use the Site and the Content only in the manner and for the purposes specified in these Terms of Use.

Use of the Site and Content—permissions and restrictions. You may only make non commercial use of the Site and the Content. You agree to retain all copyright and other notices on any Content you obtain from the Site. None of the foregoing restrictions will apply to your own User Content (as defined below).

You agree to use the Site and the Content only in ways that comply with all applicable laws, as well as with these Terms of Use, and that do not infringe or violate anyone's rights.

Dentisan reserves the right to terminate your account in appropriate circumstances if you are deemed to be using the site improperly. We also may terminate your account if you violate any provision of these Terms of Use or fail to comply with our requests concerning your use.

Those enrolled with the site will be able to upload Dip Slide Images (collectively, "User Content"). You are solely responsible for any User Content you submit to the Site, and for the consequences of submitting it. By submitting User Content to the Site, you grant us a nonexclusive, worldwide, irrevocable, fully paid, perpetual license to use, reproduce, prepare derivative works of, distribute, display, perform, and otherwise make available your User Content in connection with the Site and for our broader educational purposes, including without limitation for promoting or redistributing part or all of the Site (and derivative works thereof) in any manner or media, and to authorize others to do the foregoing. By submitting User Content to the Site, you represent and warrant that you have the right to grant us the foregoing rights, and that neither your User Content nor our use of it as permitted under the foregoing license will infringe or violate anyone's rights. You agree not to submit or post any content, or engage in any other activity in connection with the Site, that:

- Infringes anyone's copyright, patent, trademark or other proprietary rights, or rights of privacy or publicity
- Violates any law or regulation
- Is intentionally false or misleading
- Defames, threatens, or harasses anyone
- Is harmful, dangerous, abusive, or offensive
- Is obscene or contains pornography
- Contains or utilizes any computer virus, other malicious code, or program that may damage or interfere with the operation of any system, or may unlawfully intercept any data or personal information
- Contains or consists of advertising or any form of commercial solicitation or activity
- Otherwise interferes with the functioning of the Site or other users' use or enjoyment of the Site

Although we will have no obligation to monitor or take action with respect to User Content, we reserve the right to remove any User Content that we believe violates the above standards or any other provision of these Terms of Use, and to terminate the applicable user's right to use the Site, in addition to any other rights or remedies available to us. We do not approve or endorse any User Content, and you agree that we will have no responsibility or liability in connection with your use of any User Content.

Links to other sites. Links on the Site to third-party web sites are provided solely as a convenience to you. We do not approve or endorse the content of linked third-party sites, and you agree that we will have no responsibility or liability in connection with your use of any linked third-party sites.

Nothing in these Terms of Use or on the Site will be construed as granting you any right or license to use any trademarks, service marks, or logos displayed on the Site. You agree not to use or register any name, logo, or insignia for any purpose except with our prior written approval and in accordance with any restrictions required by us.

Termination; discontinuation of Site or elements. The rights granted to you hereunder will terminate automatically upon any breach by you of these Terms of Use, unless we otherwise specifically agree in writing, but the other provisions of these Terms of Use will survive any such termination. We reserve the right at any time in our sole discretion to cease providing any Content, to change or discontinue any aspect or element of the Site, or to cease making the Site available.

When you register with us you will need to provide certain Data such as your contact details and email address. No financial data is held on the Clean Water Club website. Our website administrators (Manan Ltd) will store this Data on a secure server held in the UK and will use it for the purposes of operating the Clean Water Club and may use it to contact you, provide you with details of the Services you have purchased and otherwise, as required during the normal provision of the services of the Site.

Your data will also be shared with you 'preferred dealer' as indicated on the registration form for the purposes of "Account Verification' and to process orders. Your data will not be shared with any other 3<sup>rd</sup> party organisations.

To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the Website you visit.

We use information such as your User ID, session identifiers and password to enable us to identify whether you are using our services, assist with the provision of services and to ensure that you have access to relevant products. This data will be shared with your employer. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

Our website may link to third party websites and we are not responsible for their data policies or procedures or their content.

Dentisan endeavours to take all reasonable steps to protect your personal Data but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

If you wish to change or update the data we hold, please do so using the Clean Water Club Site or e-mail **dentisan.wp@mananltd.com** 

Product prices quoted on the Site are correct at the time of publication. Dentisan and its dealer partners reserve the right to change prices from time to time without notification. Prices will be subject to an annual increase on January 1<sup>st</sup> based on RPI (retail price index). All active subscriptions at that time will be subject to this price increase with immediate effect.

When registering with the Clean Water Club you are required to complete a product subscription which will be processed and invoiced by your chosen 'preferred dealer'. Subscriptions are made on a 'rolling basis' and require 30 days' notice of termination, made in writing and emailed to <u>dentisan.wp@mananltd.com</u>. Once terminated your data will be deleted from the Clean Water Club in entirety and resuming membership will require the user to re-input all data and set up a new account.

This Agreement is subject to English law and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.