

Sept 16, 2008

Denzil Media LLPTM

Subscription Agreement

## 1. Terms, Conditions and Definitions.

This Subscription Agreement details the terms and conditions regarding your subscription and your use of dentistadvice.co.uk.

In this Agreement:

"DA" is the dentistadvice.co.uk website.

"Your DA site" is the dentistadvice.co.uk website branded with your unique domain name and your contact details.

"DMLLP" is Denzil Media LLP.

"dentistadvice.co.uk" is owned by DMLLP and is a trade mark.

"DA Participant" means any person (other than you) or entity authorized by DMLLP to participate in DA and includes certain persons or entities providing, messaging, electronic transaction, switching, acknowledgment, adjudication, predetermination and/or payment services through DA and certain persons and entities providing software to access or use DA.

## 2.(a) Your Subscription.

Only qualified dentists registered with the UK GDC may apply to be DA subscribers.

If your application is approved, DA will issue you a unique URL, a user name which is your signup email address and a password, and online instructions on the use of the DA site which you access through a link in your response email. Entry as a subscriber to the DA site is free and there is no set up cost. All subscribers pay a monthly running cost of £20 payable in arrears. The minimum period of subscription is 12 months.

We will from time to time make special offers and discounts which are only accessible through specific promotional codes which are given to potential subscribers. These offers are only available to the holders of these specific promotional codes and will be time limited at the discretion of DMLLP.

We may from time to time impose a setup fee for new subscribers at our discretion.

We will provide reasonable email support.

Your access to, or use of, DA is considered your agreement to abide by and be bound by this Subscription Agreement. In the event of your subscription lapsing through non payment, DMLLP will make reasonable efforts to contact you through your email

address and through your listed telephone number to make you aware of the problem before taking steps to terminate your subscription. In the event of canceling before the minimum period of 12 months, 12 months subscription will be payable to DMLLP in the amount of £240. Part paid monthly payments will be taken into account when calculating the final figure payable.

## 2 (b) Refund Policy.

If for any reason you are dissatisfied with the service from dentistadvice.co.uk please inform us immediately by emailing support@dentistadvice.co.uk from the email address which you used at signup, and putting "complaint" as the subject matter, or by ringing 0845 868 0865 and drawing the matter to our attention. We will make our best efforts to put things right for you. If you are still not happy with the service after we have made our best efforts to put things right, we will refund you one month's subscription and invite you to end your subscription. Please bear in mind that we take subscription from you one month in arrears, on a monthly basis, so you enjoy a month's service from us before we take any payment from you.

3. Your Use of the Site. The DA site exists to offer everyday people in Britain helpful advice about dental matters from qualified dentists. Throughout the site we stress that visiting the DA site is no substitute for visiting a real dentist. We want participating dentists to be aware of this and to reinforce that message - both verbally to patients when passing over your DA business cards which show your site address - and when posting any material on the site.

DMLLP regulate what can and cannot be posted on the site and their decision is final.

Your subscription allows you:

(i) to brand every page on your DA website with your unique domain name (URL). If you feel that your unique domain name is too long or you wish to change it for any other reason you may change your URL in the dentists' user area free of charge. You also have two other (paid for) options:

a) For an additional cost (currently £50) you may ask us to purchase another .co.uk domain name on your behalf and use that domain name as your branding on every page. Other domain suffixes such as .com .net are available at additional cost. Every page will still carry the DA branding. You can see the style of this at otherdomain.dentistadvice.co.uk

b) For an additional cost (currently £100) you may also ask us to take an existing domain name which you own and control and with some technical adaptation we can usually use that domain name as your branding on every page. Every page will still

carry the dentistadvice branding. You can see the style of this at [otherdomain.dentistadvice.co.uk](http://otherdomain.dentistadvice.co.uk)

Every page also carries your practice address and telephone number - which you input in the DA dentists' area on or after signup. The DA site technology will put everything in position for you in the style preset by DMLLP. If there are any errors, you can visit the dentists' user area and amend your data.

If you have an existing website, we can provide an icon link to your dentistadvice website. We will provide the appropriate coding to allow your web team to integrate it into your site, or we can do it for you with your consent. Please be aware that this will incur a charge which we will quote you for in advance.

(ii) allows you an "about us" page on your DA site which is uniquely about your practice. On your about us page you may upload a photograph or image which can be of your practice building, your reception, your practice logo or your staff. That photograph must be no larger than 350 pixels in width 300 pixels deep and be at a resolution of 72pi.

On your "about us" page you can also upload 300 words of text about your practice. There is some pre-loaded text on your "about us" page but we strongly recommend that you change it to something you prefer. There is some pre-loaded text on your "about us" page but we strongly recommend that you change it to something you prefer. You are entirely responsible for the text and imagery that appears on your "about us" page. DA will not tolerate defamatory comments or other text or photographs or images which in our opinion might affect the integrity of the DA site and if such material is found it will be removed to protect the reputation of the professional members of DA. We will not publish photographs which are supplied to the wrong specification. If you have difficulty with this area we offer email support at [support@dentistadvice.co.uk](mailto:support@dentistadvice.co.uk)

(iii) allows you a "how to find us page" which displays a map of your location to site visitors. The postcode which you input in the DA dentists user area for your practice will be used as the source for this location. Your opening hours will also be displayed on this page should you choose to input them.

(iv) gives you the opportunity to share your own advice about dental health matters and examples of your dental work with site visitors through text or photographs. More instructions on how to do this free of charge are included in the dentists' area on the DA site. You should read sections 6 and 7 of this agreement in particular in relation to posting material on the DA site.

If you need our assistance in uploading samples of your work DMLLP can assist you and will charge you for the service and

will quote you and agree prices with you before carrying out tasks.

(v) gives you 200 DA printed business cards free of charge with the dentistadvice brand and character showing your unique URL and your postal address and telephone number, delivered to you at your practice address.

You may order further copies of these cards direct from us at the DA website at a cost of £75 per 200 cards (£200 for 1000) including delivery. Please ensure that you are happy with your domain name before ordering your business cards. Please note that if you choose to change your domain name after ordering business cards, then the business cards will no longer be free, but will have to be re-ordered at your cost. If you have difficulty with this area we offer email support at [support@dentistadvice.co.uk](mailto:support@dentistadvice.co.uk)

(v) allows you to add additional pages about your particular practice at an additional cost. Contact us on [pages@dentistadvice.co.uk](mailto:pages@dentistadvice.co.uk)

4. Advertising. The DA site and your DA site are owned by DMLLP and rights to advertise on the site belong to DMLLP. Any revenue derived from on site advertising or any other revenue gained from links or affiliates or traffic or any other onsite activity of a commercial nature belongs to DMLLP and will be used at its discretion. DMLLP reserves the right to remove any material posted on the site by any users.

5. Modifications to Agreement or Service(s). DA may at any time: (i) revise the terms and conditions of this Subscription Agreement; and/or (ii) change the services provided under this Subscription Agreement. Any such revision or change will be binding and effective after: (i) a DMLLP posting of the revised Subscription Agreement or change to the service(s) on DA; and/or (ii) DMLLP notification to you by email. You agree to periodically review the current version of the Subscription Agreement available on the DA website, to be aware of any such revisions or changes. If you do not agree with any revision to the Subscription Agreement or change to the service(s), you may terminate this Agreement at any time by providing 30 days notice to DA - unless taking up any "no signup fee offer", in which case the notice period is 12 months. By continuing to use DA after the posting or notification of any revision to the Subscription Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes.

6. Termination of Agreement and Notice. Either you, or DMLLP, may terminate this Subscription Agreement at any time by giving notice to the other party by email or by recorded delivery Royal Mail. Any notice given by electronic means is deemed to have been given and received on the date of transmission. Any notice given by postal mail by recorded delivery shall be deemed to have been given and received on signature of receipt. Subscribers who sign up without the set-

up fee are committed to twelve months usage and to pay for that usage at £20 per month. They may terminate their usage before that date but must still pay for twelve months usage.

7. Your Obligations upon Termination. Upon termination of this Subscription Agreement, you shall no longer post your details, or use, your DA website. All DA services to you will cease. Your web pages will no longer be published. Any material published on DA belongs to DMLLP. DMLLP reserves the right to make charges to terminated subscribers who wish to retrieve or store or transmit data.

8. Your Warranties. You warrant to DA and DA Participants that: (i) you are, and will be at all times during the currency of this Agreement, duly registered or licensed to practice dentistry in the UK; (ii) you will comply with the rules and procedures for accessing and using DA; (iii) all the information you provided to DA in the Subscriber Identification section of this Subscription Agreement when you sign up is accurate; (iv) you will promptly notify DA of any change in the information set forth in the Subscriber Identification section of this Subscription Agreement; or of any change in your professional status, for instance resigning, retiring or being struck off (v) you have read and understood this Subscription Agreement, agree to be bound by it, and agree that access to, or use of, DA is evidence of such agreement. (vi) that any material you wish to post on the DA website should be covered by your normal professional liability insurance as a qualified practicing dentist and that you should make your insurers aware of your intention to post material.

9. Patient Consents and Data Extract. You agree to obtain each of your patient's written consent to: (i) submit dental photos and/or case histories. (ii) You agree to keep original copies of patients' consents on file for a period of three (3) years and to provide copies thereof to DA, or to the appropriate DA Participant upon request. You release all right, title and interest in and to any material supplied to DA for publication.

10. Acknowledgments and Disclaimers. You acknowledge and agree: (i) that access to, and use of, DA and your DA site is solely at your own risk; (ii) that all DA services are provided on an "AS IS" and "AS AVAILABLE" basis and that any downtime due to systems failure or other failures of the DA site will attract no compensation; (iii) (v) that DA is not responsible for, and shall have no liability with respect to, any product and/or service obtained by you from a third party. DA and DA Participants disclaim any and all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Neither DA, nor any DA Participant, makes any warranty that DA will be

uninterrupted, timely, secure or error free; nor does DA, or any DA Participant, make any warranty as to the accuracy or reliability of any information submitted or obtained through DA. DA contains links to other sites and the information or goods available on these third party sites cannot be the responsibility nor the liability of DA or DMLLP. You acknowledge and agree that the acknowledgments, disclaimers and exclusions contained in this paragraph 10 shall extend to the benefit of DA and all DA Participants, and shall survive termination of this Subscription Agreement.

11. Limitations of Liability. This paragraph 11 applies to liability under contract (including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim. If you initiate any claim, action, suit, arbitration, or other proceeding relating to DA or this Subscription Agreement, and to the extent permitted by applicable law, DA and DA Participants' aggregate total liability for damages sustained by you and any third party shall be limited, in the aggregate, to 1p. The liability limitations provided in this paragraph 11 shall be the same regardless of the number of transactions or claims. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Subscription Agreement, neither DA, nor any DA Participant, will be liable to you or to any third party for incidental, consequential, special, punitive, or exemplary damages of any kind. You acknowledge and agree that the exclusions and limitations of liability in this paragraph 11 shall extend to the benefit of DA and all DA Participants, and shall survive termination of this Subscription Agreement.

We do not accept any liability to you if we fail, or are interrupted or delayed in the performance of any obligation because of:

- (a) the non-availability or failure of any telecommunications or computer services, systems, equipment or software operated or provided by you or any third party;
- (b) any other event not reasonably within our control.
- (c) We do not warrant that DA or any content will be available uninterrupted or error free, that defects will be corrected, or that DA or its supporting systems are free of viruses or bugs.
- (d) We exclude any liability to you should DA not be available at any particular time.
- (e) We do not accept any liability to you for any of the following types of loss or damage (which you may suffer as a result of your use of dentistadvice.co.uk) whether the losses were foreseen, foreseeable, unforeseen, unforeseeable, known, unknown or otherwise; loss which arose when you first accessed or registered to use DA (even if that loss results from the our failure to comply with these terms or our negligence); any business loss you may suffer, including loss of revenue, loss of profits or loss of anticipated savings (whether those losses are the direct or indirect result of our default); loss

which you suffer other than as a result of our failure to comply with these terms or our negligence or breach of statutory duty; any loss suffered due to the default of any party other than us.

(f) We do not give any commitments or accept any liability to you in respect of DA content provided by other users of the website or third parties.

(g) If you are a medical or health professional then you are encouraged to use DA for general information purposes. However, you should not rely on material included on DA and we do not accept any responsibility if you do.

(h) DA does not give medical advice in relation to any individual case or patient, nor does DA provide medical or diagnostic services.

(i) DA provides medical information for use as information or for educational purposes. We do not warrant that information we provide will meet your health or medical requirements. It is up to the individual to contact a dental health professional or other health professional if concerned about dental health or health generally

12. Indemnity. You agree to indemnify and hold DA and DA Participants harmless from and against any third party claim resulting from, or arising out of: (i) the breach of your warranties, representations and obligations under this Subscription Agreement, or (ii) your use or misuse of DA. This indemnification obligation shall survive the termination of this Subscription Agreement.

13. Intellectual Property Rights. The rights in images, trade marks, trade names, cartoon characters, logos, and text included on DA are wholly owned by DMLLP. You will need to obtain permission in writing from us before you may use these images, trade marks, trade names, logos in any way other than in giving advice to your patients and using the materials published on the DA site for giving advice to your patients. Subscribing dentists may use our approved links for linking to the DA site but those links may not be altered. Subscribing dentists have our permission to use the printed dentist advice business cards which we supply to them to give to their patients. These dentist advice business cards may be subsequently replenished through us by ordering online through the dentists' area - but anybody else is expressly forbidden from printing these cards or any other dentist advice branded material. This would be a direct infringement of our trade marks and copyright. We will vigorously protect our rights in this respect.

14. Privacy. DA's privacy statement is available at [www.dentistadvice.co.uk/privacypolicy.htm](http://www.dentistadvice.co.uk/privacypolicy.htm). You authorise DA to collect, retain, use and disclose your personal information for these purposes and to share such personal information with

DA Participants. You also authorise DA Participants to disclose your personal information to DA.

15. Changes DMLLP may make changes to DA, including these terms, at any time.

If any of these terms are determined to be illegal, invalid or otherwise unenforceable then the remaining terms shall remain in full force and effect. These terms shall be governed by and interpreted in accordance with the laws of England. When you click agree you are agreeing to all of the terms and conditions of DMLLP who own and operate the website [dentistadvice.co.uk](http://dentistadvice.co.uk) and your DA site