Bio-Scientific Limited (t/a: Dr D.Hugh Rushton | Consultant Trichologist)

Effective From: 01/01/2020

1. About these terms

1.1 Please read these terms and conditions carefully before you start to use this website (being

www.dhrtrichology.com and all sections and pages). You may access and use this website if you

agree to be legally bound by these terms and conditions set out here. If you do not agree to be

legally bound by these terms and conditions please do not access and/or use this website.

1.3 References in these terms and conditions to "the Website", "Bio-Scientific" "we", "our" and

"us" are references to Bio-Scientific Limited (t/a Dr D.Hugh Rushton | Consultant Trichologist). The

entire contents of this website, and the individual articles, items, media files and assets published are

owned by Bio-Scientific, unless otherwise indicated.

1.4 This website is intended for use only by people who live primarily in the United Kingdom.

Services and arrangements may differ elsewhere in the world.

1.5 If you have any queries in respect of your use of this website please contact us at:

dhrtrichology@gmail.com or

24 Harmont House

20 Harley Street

London

W1G 9PJ

1.6 We may make changes to these terms and conditions, the terms and conditions applicable to

any specific sub-site, the privacy and cookies policy and any other policies applicable to your use of

this website, at any time. Your continuing use of this website constitutes your acceptance of and

agreement to any such changed terms and conditions and policies.

1.7 To the extent that we are practically able to do so, we may terminate your access to any part of

this website at any time without notice if you breach any of these terms and conditions.

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2. Accessibility and browsers

2.1 Bio-Scientific aims to make this website and the material provided accessible to as many people as possible. This website is designed to work with the latest versions of Microsoft Edge, Google Chrome and Apple Safari, and uses standards which should work on the majority of browsers in use. We offer no warranty for this website working in any particular browser or configuration. Please note that you may see inconsistencies in the presentation of pages if you are using an older or deprecated version of a browser. Read further information on the accessibility of this website.

3. Information about you and your visits to this website

3.1 Bio-Scientific processes information about you in accordance with our <u>privacy and cookies</u> <u>policy</u>. By using this website, you consent to such processing and you warrant that all data provided by you is accurate.

4. Registering to use this website

- 4.1 In order to access certain content, systems or interactive features on this website you may be asked to choose, or be provided with, a password or other log in details to access parts of this website. As a minimum, passwords you set for use with this website must have a level of complexity which ensures they cannot be easily guessed by hackers or malicious software. They should:
- be at least twelve characters long;
- not contain your user name, real name, or organisation name;
- not appear in the list of top 10,000 passwords;
- not use sequential key characters on the keyboard (e.g. qwerty, asdfg, 12345)
- 4.2 In line with Government best practice, we recommend using the 'three random words' approach, which uses three or more randomly chosen words like 'saloonbadgertree' or 'coffeetrainfish'. These words should be random, and not related personally to you (so not involving

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a favourite thing, holiday, relative). Passwords must not under any circumstances be shared with

anyone.

4.3 You may terminate your account registration using the relevant link in your account pages. This

will clear any personal information you have saved. Subscriptions to our emails can be terminated

using the 'Unsubscribe' links provided in the emails.

5. Prohibited uses of this website

5.1 You may use this website only for lawful purposes. You may not use this website:

• in any way that breaches any applicable local, national or international law or regulation;

in any way that is unlawful, fraudulent or harmful to other users, or has any unlawful, fraudulent or

harmful purpose or effect;

• to send, knowingly receive, upload, download, use or re-use any material which does not comply

with these terms and conditions;

to transmit, or produce the sending of, any unsolicited or unauthorised advertising or

promotional material or any other form of similar solicitation (spam); and

· to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses,

worms, spyware or any other harmful programs or similar computer code designed to adversely

affect the operation of any computer software or hardware.

5.2 You also agree not to access without authority, interfere with, damage or disrupt any part of

this website; any equipment or network on which this website is stored; any software used in the

provision of this website; or any equipment or network or software owned or used by any third-party.

6. Material on this website

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6.1 The material on this website includes information, data, text, images, videos, Information

Standards, interactive services, link to products and apps and other works ("Bio-Scientific

Content"). You acknowledge that all rights in copyright, patents, design rights, trademarks and

other intellectual property rights (whether registered, capable of registration or otherwise)

throughout the world, in this website and all of Bio-Scientific Content are owned by, or licensed to

Bio-Scientific Limited, unless otherwise indicated. Some of Bio-Scientific Content includes

identifiable third-party content for which we will have sought permission for its inclusion.

6.2 Except for your use of this website in accordance with these terms and conditions, you are

granted no rights in respect of this website or any Bio-Scientific Content.

7. Your use of Bio-Scientific content

7.1 Copyright and database rights in Bio-Scientific Content is covered by intellectual property

rights, including but not limited to; patents, design rights and trademarks.

7.2 This means that you may not use any of Bio-Scientific Content, including copying it, adapting it,

redistributing it, or using it for any unauthorised purpose, without seeking prior approval from a

representative of Bio-Scientific who possesses the relevant permissions to authorise such requests.

8. Uploading material to this website

8.1 Whenever you make use of a feature that allows you to upload material to this website, for

example when you participate in online discussions, contact other users of this website or submit any

apps or products, you must comply with the standards set out in the comments and moderation

policy. You warrant that any such contribution does comply with those standards, and you indemnify

us for any breach of that warranty.

8.2 Any material you upload to this website will be considered non-confidential and non-

proprietary, and Bio-Scientific has the right to use, copy, distribute and disclose to third-parties any

such material for any purpose. Furthermore, Bio-Scientific also has the right to disclose your identity

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to any third-party who is claiming that any material posted or uploaded by you to this website

constitutes a violation of their intellectual property rights, or their right to privacy.

Bio-Scientific will not be responsible, or liable to any third-party, for the content or accuracy of 8.3

any materials posted by your or any other user of this website.

8.4 Bio-Scientific has the right to remove any material or posting you make on this website if, in our

opinion, such material does not comply with the standards set out in these terms and conditions and

the comments and moderation policy.

Comments posted should relate to your personal experience or that of someone close to you.

You should not name any individuals (other than yourself) or include information through which

someone else could identify an individual about whom you are writing. If you want to comment on

someone else's experience, (e.g. a relative or someone you care for) then you may do so if you

ensure that you are not named in the posting and you state how the other person is connected to

you (e.g. "my father"). You warrant that all statements of fact in any comment you submit are true,

and that any expression of opinion is your honestly held opinion on those facts, or that of the person

on whose behalf you are writing.

8.6 If you find any comments offensive or objectionable you may make a complaint to the

moderator using the 'Report' link provided at the foot of each published comment.

8.7 We have many measures in place to keep your information safe. But it is important that you

also play your part - visit the Government's Get Safe Online website for advice on how to do this.

9. Social media, bookmarking, and digital engagement

Bio-Scientific may from time to time provide third party or owned social media and interactive

services on this website or linked to this website, currently this includes and is not limited to:

Youtube - for sharing video content;

Twitter - for sharing news and participating in conversations with users;

Blogs - to share the opinions of NHS Digital's staff and other key figures;

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• Discussion Forums – for participation in conversations with users;

• RSS feeds – for sharing news;

Social bookmarking – to allow users to share our content more easily on popular social media

platforms.

9.2 Bio-Scientific is under no obligation to oversee, monitor or moderate any interactive services

we provide from this website, and we expressly exclude our liability for any loss or damage arising

from the use of these interactive services by a user in contravention of these terms and conditions,

whether the service is moderated or not.

9.3 Our RSS feeds can be used as part of your website; however, we do require that proper format

and attribution are used. The attribution text should read "Dr D.Hugh Rushton RSS feeds". We

reserve the right from time to time to restrict the distribution of Dr D.Hugh Rushton RSS feed content

and do not accept any liability for these feeds.

9.4 Use of our social bookmarking links is subject to these terms and conditions, see 'Linking from

this website' below.

9.5 Although we do monitor and review discussions, chat, postings, transmissions, bulletin boards

and the like on this website and its subsections, we are under no obligation to do so and assume no

responsibility or liability arising from the content of any such locations nor for any error, omission,

infringement, defamation, obscenity, or inaccuracy contained in any information within such locations

on this website.

9.6 The use of any of the interactive features on this website by a minor is subject to the consent of

their parent or guardian, and we advise parents to communicate with their children about their safety

online, as moderation is not fool proof. Minors who are using any interactive service should be made

aware of the potential risks to them. Where we do moderate any of the interactive features on this

website, we will normally provide you with a means of contacting the moderator, should a concern or

difficulty arise.

10. Linking to this website

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10.1 We do not object to you linking directly to pages on this website. We reserve the right to

move or change this website's URLs at any time. Rather than deep linking we recommend linking to

section homepages, which are less likely to move or change.

However, we don't give permission to suggest that your website is associated, or endorsed by 10.2

us.

11. Linking from this website

11.1 We are not responsible for the content or reliability of the websites we link to and do not

necessarily endorse the views expressed within them. We aim to replace broken links to other sites

but cannot guarantee that these links will always work as we have no control over the availability of

other sites.

11.2 Due to the very nature of the internet we cannot guarantee this website or other websites we

link to will always be available to you.

12. Disclaimer and liabilities

This website, all of Bio-Scientific Content and all material relating to Government and third-

party information, products and services, is provided 'as is', without any endorsement and without

warranty of any kind whether express or implied, including but not limited to the implied warranties

of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and

accuracy. This means that whilst we do try to ensure that all our information is correct, we are not

liable for any errors or omissions, and cannot be responsible for any impact these have on you.

12.2 If the need arises, we reserve the right to amend, delete, suspend or withdraw all or any part

of this website without notice. Bio-Scientific will not be liable if for any reason this website or any

parts are unavailable at any time.

12.3 We do not warrant that the functions of this website will be uninterrupted or error free, that

defects will be corrected, or that this website or the server that makes it available will be free of

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viruses or represent the full functionality, accuracy or reliability of the materials. You should use your

own virus protection software.

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accessed from this website. Bio-Scientific sets standards for reviewing the products, but this does not

mean that Bio-Scientific has itself reviewed all aspects of each product, or version of the same

product. Bio-Scientific is not responsible or liable for any advice, or any other information, services or

products that you obtain using any such products.

12.5 Material on this website is provided for information and educational purposes only and we do

not guarantee that information we provide will meet your health or medical requirements. The

Website does not give medical advice in relation to any individual case or patient, nor does The

Website provide medical or diagnostic services.

12.6 In no event will we be liable for any loss or damage including, without limitation, indirect or

consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of,

data or profits arising out of or in connection with the use of this website. Nothing in these terms and

conditions will operate to limit or exclude liability for death or personal injury arising from our

negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be

excluded or limited under applicable law.

13. General

If any of these terms and conditions are determined to be illegal, invalid or otherwise

unenforceable then the remaining terms and conditions shall remain in full force and effect.

13.2 The laws of England shall apply exclusively to these terms and conditions and to all matters

relating to use of this website. Any cause of action arising under these terms and conditions or the

use of this website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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