

# DEBORAH FORSYTHE CLINICS

## LEGAL NOTICES

### DISCLAIMER / LIMITATION OF LIABILITY

The content provided on this web site is intended as a service to the Internet community and is designed to provide general information about the subject matter hereof. The information provided in the summary form is general in nature and is provided for informational purposes only. The content is not intended in any way to be a substitute for a professional clinical consultation or advice from a qualified medical practitioner, and should not be interpreted as such, whether the information is of medical, scientific or other nature. Only a professional, who has had an opportunity to interact in person with the individual asking the question, can provide such advice or recommendations. Whether it be for potential treatments or other purposes.

Always seek the advice of your physician or other qualified healthcare provider with any questions you may have regarding a medical condition. Neither the content of, nor any other service or information offered by or through, this web site is intended to be relied upon for medical advice, diagnosis or treatment, without a physician's interaction or involvement. Never disregard medical advice or delay in seeking such advice because of something you have read on this web site.

While Deborah Forsythe Clinics uses reasonable efforts to ensure that information included on this web site is accurate and up-to-date, this web site and all its content are provided "as is." DEBORAH FORSYTHE CLINICS, ITS AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (COLLECTIVELY "DEBORAH FORSYTHE CLINICS AND ITS AFFILIATES"), ITS AND THEIR LICENSORS AND SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, DEBORAH FORSYTHE CLINICS AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT, SOFTWARE, TEXT, GRAPHICS, TOOLS, LINKS OR COMMUNICATIONS PROVIDED ON OR THROUGH THE USE OF THE DEBORAH FORSYTHE CLINICS WEB SITE, OR THROUGH DEBORAH FORSYTHE CLINICS AND ITS AFFILIATES.

In no event shall Deborah Forsythe Clinics and its Affiliates, or any third parties mentioned on this web site, be liable for any damages (including, without limitation, compensatory, punitive, incidental or consequential damages), personal injury, wrongful death, lost profits or damages resulting from lost data or business interruption resulting from the use, or inability to use, this web site or its content, whether based on warranty, contract, tort or any other legal theory, and whether or not Deborah Forsythe Clinics or any of its Affiliates, or any such third party, is advised of the possibility of such damages.

As a resource, this web site provides links to other web sites. However, because Deborah Forsythe Clinics does not control the content of such other web sites that this web site may link to, and due to the constantly changing nature of such other web sites, Deborah Forsythe Clinics and its Affiliates cannot be responsible for the content, practices or standards of non-Deborah Forsythe Clinics web sites. Deborah Forsythe Clinics and its Affiliates do not endorse the content of any third party web sites. Deborah Forsythe Clinics and its Affiliates are not responsible for the content of linked third party web sites, web sites framed within this web site, or third party advertisements, and do not make any representations or warranties regarding their content, accuracy or timeliness. Your use of such third party web sites are at your own risk and subject to the terms and conditions of use of such web sites, as set forth therein.

When using this web site, information will be transmitted over a medium that is beyond the control of Deborah Forsythe Clinics and its Affiliates. Accordingly, Deborah Forsythe Clinics and its Affiliates assume no liability for, or relating to, the delay, failure, interruption or corruption of any data or other information transmitted in connection with the use of this web site.

### TERMS OF USE

Deborah Forsythe Clinics are located within the United Kingdom. Access to the content of this web site may not be legal by certain persons or in certain countries. If you access this web site from outside the European Union, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. The products and trademarks referred to on this web site may not be available or protected in your country.

These Terms of Use are governed by the laws of the United Kingdom, without resort to its conflicts of law principles. If any provision of these Terms of Use is found to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any of the remaining provisions of these Terms of Use. You expressly agree that exclusive jurisdiction for any dispute with Deborah Forsythe Clinics or any of its Affiliates in any way relating to your use of this web site resides exclusively in the district court in the United Kingdom. Any claim(s) arising in connection with your use of this web site, or any of its content, must be brought within one (1) month of the date that the event giving rise to such claim(s) occurred. Except as expressly provided on this web site, or as set forth in these Terms of Use or the Privacy Statement set forth on this web site, these Terms of Use constitute the entire agreement between you and Deborah Forsythe Clinics and its Affiliates with respect to the use of this web site and its content, as well as data and information supplied by you. By using this web site, you signify your assent to these Terms of Use, as well as the Privacy Statement. If you do not agree with either these Terms of Use, or the Privacy Statement, please do not use this web site. Deborah Forsythe Clinics and its Affiliates reserve the right, at its or their sole discretion, to change, modify, add or remove portions from these Terms of Use, or the Privacy Statement, at any time. Please refer to these Terms of Use, and the Privacy Statement, from time to time to review these and any other changes or new features. Your continued use of this web site is contingent upon your following the posting of any such changes to these Terms.

### **INTELLECTUAL PROPERTY RIGHTS**

The contents of this Web site are the property of Deborah Forsythe Clinics. Deborah Forsythe Clinics hereby authorises you to copy documents published on this Web site for non-commercial personal use only, provided that any copy of these documents which you make shall retain all copyright and other proprietary notices and any disclaimer contained on the documents. Except as expressly provided above, you may not otherwise copy, display, download, distribute, modify, reproduce, republish or retransmit any information, text or documents contained in this Web site or any portion thereof in any electronic medium or in hard copy, or create any derivative work based on such images, text or documents, without the express written consent of the Company.

No information or statement contained herein shall be construed as conferring by implication, or otherwise any license or right under any copyright, trademark or other intellectual property right of the Company, or its affiliates, or any third party. Except as expressly provided above, no information or statement contained herein shall be construed as conferring any license or right under any Deborah Forsythe Clinics copyright or trademark.

Should any viewer of a Deborah Forsythe Clinics published document respond with information, including feedback data such as questions, comments, suggestions or the like regarding the content of any such Deborah Forsythe Clinics document, such information shall be deemed to be non-confidential and Deborah Forsythe Clinics and its Affiliates shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute such information to others without limitation. Deborah Forsythe Clinics and its affiliates shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including, but not limited to, developing or marketing products incorporating such information.

All product names referred to on the Deborah Forsythe Clinics website are trademarks of Deborah Forsythe Clinics, its licensors or joint venture partners unless otherwise indicated.

### **PRIVACY STATEMENT**

The Deborah Forsythe Clinics web site is designed to provide information, resources and privacy to those who use them. Facial / Body Aesthetical Modification and Healthcare are a personal matter, and Deborah Forsythe Clinics strives to maintain a level of privacy and confidentiality necessary to allow patients, health care professionals, caregivers and others to use our web sites with confidence.

### **WHAT INFORMATION DO WE COLLECT?**

The Deborah Forsythe Clinics web site invites users to voluntarily supply personal information in exchange for additional services or resources. Information collected in this fashion may be personally identifiable, such as name and mailing address, or may not be, such as an e-mail address. What personal information Deborah Forsythe Clinics receives is determined entirely by you, the user.

Deborah Forsythe Clinics will not collect any personally identifiable information automatically or without your knowledge. In addition, the information you voluntarily supply will not be used to collect additional data without your consent. The information Deborah Forsythe Clinics may collect automatically is limited to non-personally identifiable data. Examples of such data are the length of users' visits to a

particular site, which pages were viewed on a site, the length of time spent on a site, etc. No information collected automatically can or will be used by Deborah Forsythe Clinics to personally identify a specific user. This information is used solely to understand what sections of our web sites are valuable to our visitors, what else they are interested in viewing, how we can better serve the users' needs, and other similar business analyses.

#### **HOW YOUR PERSONAL INFORMATION WILL BE USED**

The personal information you provide to us will be used to supply you with information, services and research interaction associated with the Deborah Forsythe Clinics product or program in which you indicated interest.

We need to allow access to our databases by vendors and suppliers that provide Deborah Forsythe Clinics with services necessary to the process of maintaining our web sites and providing you with the information and services you requested. Examples of these are technical support, database maintenance, newsletter mailings, etc. The access these organisations have to our databases is limited to the extent necessary to perform those services.

Any Personal Data submitted by you will be processed and stored in accordance with the rules contained in the Data Protection directive (95/46 EEC). By submitting Personal Data to the Deborah Forsythe Clinics web site, you signify your consent to the processing measures stated in connection with the submission form. Pursuant to the Data Protection Directive, you have the right to request and receive an annual statement detailing your Personal Data that Deborah Forsythe Clinics has stored. Based on such statement, you also have the right to have Personal Data deleted or corrected.

In addition, Deborah Forsythe Clinics may be required to provide access to personal information in order to comply with legal process.

Except as set forth in this Privacy Statement, Deborah Forsythe Clinics will not sell, rent or otherwise share your personal information for third party use.

Finally, we reserve the right to use anonymous, aggregate data about our web site visitors for a variety of business purposes, such as reviewing usage trends and analysing changes in site audiences.

#### **POLICY UPDATES**

This Privacy Statement may be modified from time to time. You should periodically check back for the most up-to-date version.