STUDENT TERMS AND CONDITIONS

1. Definitions and Interpretation

For the purpose of these terms and conditions:

‘Agreement’ means these terms and conditions and the application form, the Privacy Policy, Website Acceptable Use Policy and the Terms of Website Use on our website, www.smiletube.tv, which constitute the entire agreement between Us and You regarding the Services.

‘application form’ means the application form specific to the course in which you wish to enrol in PDF to be downloaded by You to apply for the Services.

‘Our Confidential Information’ means our commercial information, any information contained within instruction manuals or other documents provided to You and any other information related to the Services.

‘Course Content’ means the course content specifying the Services for that particular course as described on the SmileTube website, www.smiletube.tv.

‘Effective Date’ means the date when We confirm that You have been accepted on the course and We have received payment in full of your course fees and any other applicable costs in cleared funds.

‘Licensed Materials’ means the software or content including text, graphics, multimedia images or data and any other information We provide in connection with the Services.

‘Services’ means the course and services specified in the Course Content to be provided by Us to You under these terms and conditions specific to each course.

‘We’ and ‘Us’ means Profivision Limited operating as ”smiletube.tv”, the provider of the Services.

‘You’ means the student receiving the Services.

2. Term

2.1 This Agreement shall commence on the Effective Date.

2.2 This Agreement continues from the Effective Date for a period of one calendar year.

3. Entry Requirements

3.1 To apply for the Services You are required to download the application form [link] and complete it and return it to Us by post at the address for notices below. If You are successful in your application we will notify You by telephone and email and You will be required to pay a non-refundable
deposit within seven days to secure your place. We will confirm receipt of your deposit and issue an invoice for payment of the course fees.

3.2 To be eligible to apply (where application is required) You must meet the following requirements:

3.2.1 be registered with the General Dental Council;

3.2.2 be a qualified dental surgeon;

3.2.3 possess indemnity insurance with cover at the appropriate level to be advised by your professional indemnity organisation;

3.2.4 possess a current certificate of immunisation against communicable disease (Hepatitis B);

3.2.5 complete the application form.

4. Fees and Costs

4.1 The fees payable by You to Us for the Services shall be the fees which are current at the Effective Date. Fees are exclusive of VAT which shall be charged if applicable.

4.2 Fees are exclusive of travel, meals or other expenses which shall be payable by You.

4.3 The fee for the course is specific to the course. The fees must be paid in full on foot of our invoice within seven days from the date You are awarded a place on the course.

4.4 Payments not exceeding £100 may be made by cheque payable to Profivision Limited or by direct payment to the bank through BACS or by PayPal. Payments exceeding £100 may only be paid by cheque payable to Profivision Ltd or by direct payment to the bank through BACS.

5. Services and Licence to use

5.1 We grant You from the Effective Date a non-exclusive, non-transferable, non-assignable licence to use the Services only in connection with your training. You may only access the Services via a standard web browser. You shall use all reasonable efforts to block access to the Services except as authorised under the terms of this Agreement.

5.2 We reserve the right to refuse Services or to provide reduced Services if You fail to satisfy the course requirements.

6. Restrictions

You shall not:
6.1 use the Services or Licensed Materials for any other arrangements nor lease, assign, sub-license or distribute the Services or any software used in connection with it to any third party;

6.2 modify, disassemble, translate, abridge or otherwise create a derivative work or decompile, reverse engineer or otherwise determine or attempt to obtain access to the source code or internal design of the Services;

6.3 remove, alter or otherwise modify any copyright or legal notices contained in the Licensed Materials;

6.4 knowingly transmit or distribute the Licensed Materials or permit them to be downloaded for use other than as specified in this Agreement;

6.5 allow any unsecured access to the Licensed Materials;

6.6 grant or permit access to the Services by anyone other than yourself; or

6.7 permit the sharing of your ID or password.

7. **Cancellations**

7.1 If the Consumer Protection (Distance Selling) Regulations 2000 apply You shall have the right to cancel this Agreement without any liability within 14 days of the Effective Date provided that Services have not commenced or been accessed by You.

7.2 We reserve the right in our sole and absolute discretion and without notice to You to make changes to the Services provided under this Agreement provided that if any such changes materially and adversely affect the Service You shall be entitled to terminate this Agreement and receive a refund of all amounts paid for the period of time after such termination.

8. **Intellectual Property Rights and Ownership**

8.1 Our name and logo, Smiletube.tv and Profivision Limited may not be used by You except with our prior written consent.

8.2 We retain all the rights, title and interest in all intellectual property rights or other proprietary rights (including copyright, patents, trademarks, trade or business names, know-how, moral rights, domain names, database rights or any similar rights) owned at any time by Us.

8.3 We grant You a limited licence to use our intellectual property solely to the extent necessary for You to receive the Services.

8.4 For the avoidance of doubt You shall not acquire any rights to our intellectual property including any documents, instruction manuals, drawings, diagrams and videos or any other materials provided in connection with the Services and You shall not copy, reproduce, sell, licence, distribute, publish or otherwise circulate our intellectual property except with our express prior written consent.
8.5 You shall promptly inform Us in writing of any infringement or alleged infringement of intellectual property rights or any claim coming to your attention that our Services or intellectual property rights infringe any person’s intellectual property rights.

8.6 Subject to our limitation on liability We shall indemnify You from and against all losses suffered or incurred by You as a result of a claim that our intellectual property rights or services infringe any person’s intellectual property rights.

9. Termination

9.1 We may at our discretion terminate or suspend this Agreement upon notice to You if:

9.1.1 You cease to do business or otherwise terminate your business operations;

9.1.2 You no longer meet the entry requirements in clause 2;

9.1.3 You or your business become insolvent or seek protection under any bankruptcy, receivership, creditors arrangement composition or comparable insolvency proceeding; or

9.1.4 any proceedings are instituted against You; or

9.1.5 You fail to make any payments as is required under the Agreement; or

9.1.6 You commit a non-remedial breach of a material obligation of this Agreement and fail to remedy such breach within 30 days of the date We notify You of such breach; or

9.1.7 You are found guilty of plagiarism or submitting material and course work which is not your own work; or

9.1.8 You violate any copyright laws, data protection laws and computer misuse laws; or

9.1.9 You create, display, produce, store or circulate any pornographic or other offensive material or engage in the sending, posting or displaying of offensive images, language or other type of offensive content including bullying, harassment or intimidation of others or use inappropriate content or material on the forums or create, store or transmit defamatory or libellous material, material that infringes copyright or unsolicited commercial or advertising material; or

9.1.10 You deliberately introduce any virus, worm, Trojan horse or other harmful or nuisance program or file or deliberately circumvent any precautions We take to prevent this from happening.
9.2 Upon termination You shall not retain any rights in or to the Licensed Materials. You shall immediately cease all use of the Services and delete any Licensed Materials in your possession or control.

10. Representations and Warranties

10.1 We represent and warrant that We possess all rights necessary to grant the rights to You by this Agreement and that the Licensed Materials do not and will not infringe any patent, trademark, copyright, privacy rights, publicity rights or other proprietary right of any third party. You represent and warrant that You will use your best efforts to ensure that our rights in the Services and the Licensed Materials are protected and respected.

10.2 Each party warrants and represents that as at the date of this Agreement it has full capacity and authority to enter into this Agreement. If requested We may help you to chose the training or other services but we do not provide any warranty that the Services will be fit for your purpose and the assessment and selection of the Services remains your ultimate responsibility.

10.3 All other warranties (express or implied) are hereby excluded to the maximum extent permitted by the applicable law.

11. Data Protection

Our Privacy Policy applies to any personal data You may give to Us.

12. Limitation of Liability

12.1 Nothing in the Agreement limits either party’s liability for death or personal injury due to negligence or fraudulent misrepresentation. Except as set out in the clause, We shall not be liable for lost profits, loss of business, lost or corrupted data or software, loss caused by supply of inaccurate information or any omitted information by You, any consequential, punitive, incidental or indirect loss or damages, whether any claims for such damages are based on tort, contract, or otherwise and whether We knew or should have known the possibility of such damages. Except as set out in this clause 12, our total aggregate liability under this Agreement for any losses or damages shall not exceed the total fees payable for the Services.

12.2 Viruses: We will use reasonable endeavours to ensure that all software introduced to your machines from our website, www.smiletube.tv, will be free of computer viruses and has undergone virus checking procedures in line with current practice. Notwithstanding our reasonable endeavours We shall not be liable for any damage to You or third party equipment that has been caused by a virus introduced as a result of software loaded by or via Us.

13. Modification and Additional Terms

We reserve the right to modify this Agreement without prior notice. When changes are made, We will post changes on this page of our website (www.smiletube.tv). If
You do not accept the changes, You shall promptly notify Us of such non-acceptance and in such case, the previous terms and conditions shall apply for the remaining term of the Agreement.

14. Confidentiality

You will keep all of Our Confidential Information confidential during and after termination of this Agreement or any related agreement with Us. You may not disclose Our Confidential Information to any third party without our prior written consent. Confidentiality obligations in this clause do not apply to Our Confidential Information that:

(a) you can demonstrate was in your possession before receipt from Us;

(b) is or becomes publicly available through no fault by You;

(c) is rightfully received by You from third party without duty of confidentiality.

You are required by government body or court of law to disclose any of Our Confidential Information, You shall give Us reasonable advance notice so that We have an opportunity to contest such disclosure.

15. Notices

Notices must be given in writing and must be addressed as below. A notice shall be deemed effectively served as follows:

16.1 if sent by email, on the date when confirmation receipt has been personally acknowledged by return email (electronically generated receipts shall not be valid); or

16.2 if delivered personally, on the date when left at our registered office or your address and signed for; or

16.3 if given by post, on the date when the notice has been received and signed for at our registered office or your address (deliveries by post other than recorded delivery shall not be valid).

For Us, notices shall be sent to: The Company Secretary, 91 Newforge Road, Craigavon, BT67 0QW.

For You, notices shall be sent to the attention of the person and address/email identified in the application form.

16. Other Terms

16.1 Force Majeure: We shall be entitled to delay or cancel delivery of Services or to reduce the amount of Services delivered if We are prevented from or hindered in or delayed in the provision of Services through any circumstances beyond our reasonable control including strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, fire.
16.2 **Relationship of Parties:** The parties are each independent contractors. Nothing in this Agreement shall give rise to a partnership, joint venture, agency or any such other relationship between the parties. Neither party shall claim to be a legal representative, partner, agent, franchisee or employee of the other party.

16.3 **Assignment:** We may assign or sub-contract its obligations or rights under this Agreement to a competent third party in whole or in part. You may not assign this Agreement in whole or in part except with our express written consent.

16.4 **Export and Compliance with Laws:** You acknowledge that the Services provided under this Agreement may be subject to export control laws and regulations in European Union, United States or other countries. You shall comply with all applicable laws, orders and regulations of any governmental authority in connection with receipt of Services and shall bind its employees or other users of the Services accordingly.

16.5 **No Waiver:** Failure or neglect by either party to enforce at any time any of provisions of this Agreement shall not be construed as a waiver of either party’s rights under this Agreement nor in any way affect the validity of the whole or any part of this Agreement.

16.6 **Severability:** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

16.7 **Third Party Rights:** This Agreement is not intended to be for benefit of, and shall not be enforceable by, any person other than a party, under the Contracts (Rights of Third Parties) Act 1999.

16.8 **Entire Agreement:** This Agreement supersedes all prior communications, agreement and understandings, whether oral or written between Us and You regarding the subject matter of this Agreement save as amended in writing and signed by Us and You.

16.9 **Survival:** Clauses 1 (Definitions and interpretation), 2 (Term), 5 (Services and Licence to use), 6 (Restrictions), 7 (Cancellations), 8 (Intellectual Property Rights and Ownership), 9 (Termination), 10 (Representations and Warranties), 11 (Data Protection), 12 (Limitation of Liability), 13 (Modification and Additional Terms), 14 (Confidentiality), 15 (Notices), 16.4 (Export and Compliance with Laws), 16.8 (Entire Agreement), 16.9 (Survival) and 17 (Governing Law and Dispute Resolution) shall survive any termination or expiration of this Agreement.

17. **Governing Law and Dispute Resolution**

17.1 If any dispute arises in connection with this Agreement, the parties shall, within five days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
17.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

17.3 No party may commence any court proceedings or arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

17.4 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual) disputes or claims), shall be governed by, and construed in accordance with, the law of Northern Ireland.

17.5 The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).