
ACCEPTABLE USAGE POLICY

By Using Our Site DrDavidMarlin.com You Accept The Terms of this Policy

Please read this Acceptable Usage Policy carefully and ensure that you understand it before using Our Site. Our Acceptable Usage Policy sets out standards which apply to your use of this website, www.drdaavidmarlin.com (“Our Site”) when communicating via Our Site, uploading User Content, or otherwise interacting with it. It is recommended that you print a copy of this Policy for your future reference.

This Policy was last updated on 25th November 2020.

Your agreement to comply with this Policy is indicated by your use of Our Site. If you do not agree to this Policy, you must stop using Our Site immediately.

The following documents also apply to your use of Our Site:

- Our General Disclaimer, available on this page.
- Our Terms of Use, available on this page.
- Our Terms of Sale, available on this page.

1. Definitions and Interpretation

1. In this Policy, unless the context otherwise requires, the following expressions have the following meanings:

“content” or “Content”	means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
“User”	means a user of Our Site;
“User Content”	means user content, submitted by Users to Our Site;
“We/Us/Our”	Means the Dr David Marlin Team and professionals contributing to the website.

2. Information About Us

Our Site is operated by AnimalWeb Ltd. We are a limited company registered in England and Wales under company number 12829461. Our registered address is Tennyson House, Cambridge Business Park, Cambridge, Cambridgeshire, UK, CB4 0WZ

3. How to Contact Us

To contact Us, please email Us at hello@drdaavidmarlin.co.uk

4. Changes to this Policy

1. We may alter the terms of this Policy at any time. If We do so, details of the changes will be highlighted at the top of this page. As explained above, your use of Our Site constitutes your acceptance of this Policy. Consequently, any changes made to this Policy will apply to your use of Our Site the first time you

use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Site.

2. If any part of the current version of this Policy conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

5. **Acceptable Usage of Our Site**

1. You may only use Our Site in a lawful manner:
 - a) You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;
 - b) You must not use Our site in any way, or for any purpose, that is unlawful or fraudulent;
 - c) You must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind;
 - d) You must not use Our Site to knowingly send, upload, or in any other way transmit unauthorised or unsolicited marketing or similar material (commonly referred to as "spam");
 - e) You must not use Our Site to bully, threaten, harass, intimidate, insult, annoy, alarm, inconvenience, upset, or embarrass another person;
 - f) You must not use Our Site to harm or attempt to harm minors in any manner; and
 - g) You must not use Our Site to communicate in any way using Our Site that does not comply with the content standards set out below in Part 7.

6. **Interactive Services**

1. The following interactive services are available on Our Site:
 - a) Comment on website content
 - b) Submit questions or enquiries
 - c) Webinar interactions
 - d) Participation in polls/surveys
2. If We provide any kind of interactive service, clear information will be provided about that service. In particular, We will inform you of any moderation and whether that moderation is automated or carried out by people.
3. We use reasonable efforts to carry out risk assessments for any interactive services that We may offer in order to determine the risks posed to Users from third parties and, on the basis of those risk assessments, decide whether to implement moderation and, if so, what kind.
4. Notwithstanding Part 6.3, We are under no obligation to monitor, moderate, or in any other manner oversee any interactive services provided on Our Site. We hereby exclude any and all liability for any loss or damage arising out of the use of such interactive services by a User who breaches the content standards set out below in Part 7, whether We monitor the interactive service or not.
5. Minors may only use the interactive service(s) provided on Our Site with the

consent and supervision of their parent or guardian.

7. **Content Standards**

1. When communicating via Our Site, or otherwise interacting with Our Site, you must not submit, communicate, or otherwise do anything that:
 - a) is sexually explicit;
 - b) in any way sexualises minors (including, but not limited to, child sexual abuse material);
 - c) is obscene, deliberately offensive, hateful, or otherwise inflammatory;
 - d) promotes violence;
 - e) promotes, encourages, incites, or supports acts of terrorism;
 - f) promotes or assists in any form of unlawful activity;
 - g) is defamatory of another person;
 - h) bullies, insults, intimidates, or humiliates another person;
 - i) discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;
 - j) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - k) is calculated or otherwise likely to deceive;
 - l) is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal information in a way that you do not have a right to;
 - m) misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive
 - n) implies any form of affiliation with Us or any other party where there is none;
 - o) infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, designs, patents, trade marks, and database rights) belonging to Us or any other party;
 - p) is in breach of any legal duty owed to another party including, but not limited to, contractual duties and duties of confidence
 - q) references, promotes or encourages animal cruelty and is not inline with positive animal welfare and care

2. When communicating via Our Site, or otherwise interacting with Our Site, you must ensure that your communication or submission:
 - a) is truthful and accurate (where you are stating facts);
 - b) states only genuinely held opinions; and
 - c) complies fully with any and all local, national, or international laws and regulations that apply.

8. **Breaches of this Policy**

1. If you fail to comply with the provisions of this Policy, We may take action as set out in this Part 8. A breach of this Policy also constitutes a material breach

of the Terms of Use of Our Site. We may take one or more of the following actions in response to your breach:

- a) Suspend or terminate your right to use Our Site;
 - b) Remove, either temporarily or permanently, your communication or other submission from Our Site;
 - c) Issue you with a written warning;
 - d) Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - e) Take further legal action against you, as appropriate;
 - f) Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - g) Any other actions which We deem reasonably appropriate (and lawful).
2. We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 8.1) in response to your breach.

9. Law and Jurisdiction

1. This Policy, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
2. If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Part 9.1 takes away from or reduces your legal rights as a consumer.
3. If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to this Policy or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency. International users will be bound by UK law.
4. If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to this Policy or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
5. All our professional experts are duty bound to follow the specific code of professional conduct as defined by their governing body.