

www.bownessparkdental.com

# 📀 TERMS OF USE, SECURITY, AND PRIVACY

Learn more here about our policies & protocols regarding our terms of use, patient privacy, our use of video surveillance, our intellectual property trademarks and copyrights, and our website

The information contained on the bownessparkdental.com website is only an introduction to Bowness Park Dental Clinic and is intended for educational purposes only. This is general information which may not be applicable in all situations and does not constitute a second opinion or initiate a dentist-patient relationship. The information is not intended in any way to be medical advice or to replace medical advice offered by dentists, physicians or other healthcare professionals. If you are considering any dental treatments presented on this website, it is important that you schedule a consultation with a qualified registered general dentist to learn the specifics as they pertain to the needs and requirements of the individual considering such treatments. During your personal consultation, your unique goals and desires for dental health can be discussed and evaluated. Our dentists strongly advise that an in-person consultation, wherein a history, examination, assessment, and thorough in-person discussion of the benefits, risks, and alternatives of and to various treatments be conducted.

While Bowness Park Dental Clinic makes every effort to ensure the accuracy of content, we make no warranties, guarantees or assurances that the information contained herein is in every respect accurate or complete, and is not responsible for any errors or omissions, or for the results obtained from the use of such. As the art and science of dentistry are continually evolving, our dentists' approaches and methods will change with advances in theory and technique. Therefore, this website does not necessarily represent their most current methods or thoughts. We do not guarantee specific results.

Information obtained from this, or any, website does not and will not ever replace speaking in person with a qualified registered dentist to find out the specifics as they pertain to each individual; information obtained on the internet should never be considered a substitute for a full medical or dental consultation. A formal consultation with a licensed dentist is required to accurately evaluate the procedures presented here and whether or not you are a candidate for a procedure or surgery.

Your visit to bownessparkdental.com is subject to these policies and any terms and conditions herein. Your use of this website constitutes your acceptance of this policy document and your consent to the practices it describes.

#### TERMS AND CONDITIONS

#### Overview

The following rules and regulations apply to all visitors to or users of the Bowness Park Dental Clinic website ("Website"), the home page of which is at www.bownessparkdental.com. By using this Website, you agree to be bound by these rules and regulations, as they may be modified by us at any time and posted on this Website. In the event of a violation of these rules and regulations, Bowness Park Dental Clinic reserves the right to seek all remedies available by law and in equity.

#### Limited License

The Website and all of its materials, including, but not limited to, its software or HTML code, scripts, text, artwork, photographs, images, video, and audio (collectively, "Materials") are protected by copyright laws and other Canadian, U.S. and international laws and treaties. All Materials are provided by Bowness Park Dental Clinic as a service to its current and prospective patients and may be used only for personal informational purposes and only if you also retain all copyright and other proprietary notices contained on the Materials. No right, title or interest in our Materials is conveyed to you. This is a limited license, not a transfer of title to our Materials, and such license is subject to the following restrictions: (a) you may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit this site or any of its Materials without our prior written permission; (b) you may not access or use the Website for any competitive or commercial purpose; and (c) you will not permit any copying of our Materials. Any unauthorized copying, alteration, distribution, transmission, performance, display, or other use of these Materials is prohibited. Bowness Park Dental Clinic may revoke this limited license at any time for any or no reason. All rights not expressly granted are reserved by Bowness Park Dental Clinic.

#### Trademarks

Bowness Park Dental Clinic and its affiliated companies retain all rights regarding their trademarks, trade names, brand names and trade dress. These marks, names or trade dress, and all associated logos or images, are registered and/or common law trademarks of Bowness Park Dental Clinic, and are protected by Canadian, U.S. and international laws and treaties. No license to the use of such marks, names or trade dress is granted to you under these terms and conditions or by your use of the Website. Your misuse of the trademarks displayed on the Website is strictly prohibited. You are advised that Bowness Park Dental Clinic will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of civil remedies and criminal prosecution.

#### **Special Notice**

Bowness Park Dental Clinic has a no-tolerance policy regarding the use of our trademarks or names in metatags and/or hidden text. Specifically, the use of our trademarks or names in metatag keywords is trademark infringement, and the use of trademarks or names in page text, meta tags, and/or hidden text for purposes of gaining higher rankings from search engines is unfair competition.

# Accuracy of Information

We attempt to be as accurate as possible when describing our services on the Website; however, to the extent permitted by applicable law, we do not warrant that the descriptions or other content available on the Website are accurate, complete, reliable, current, or error-free.

# Your Obligations and Responsibilities

In the access or use of the Website, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Website. You shall act always in accordance with the law, custom and in good faith. It is strictly prohibited to use or contact this Website to disrupt or damage the Website, its contents or its security measures or to harass or disparage Bowness Park Dental Clinic or its services or personnel. No unsolicited email (spam) may be directed to or through this Website. Users may not use this Website in order to transmit, distribute, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, patent, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity or other personal rights of others, or (c) that is libelous, obscene, threatening, abusive or hateful. IF YOU DEFAULT NEGLIGENTLY OR WILLFULLY IN ANY OF THE OBLIGATIONS SET FORTH IN THESE TERMS AND CONDITIONS (INCLUDING OUR PRIVACY POLICY), YOU SHALL BE LIABLE FOR ALL THE LOSSES AND DAMAGES THAT THIS MAY CAUSE TO BOWNESS PARK DENTAL CLINIC, OUR AFFILIATES, PARTNERS OR LICENSORS.

# Linking

Bowness Park Dental Clinic has no responsibility and assumes no liability for the unaffiliated sites to which it is linked, including but not limited to the content or web pages or other, products, services or materials on the site linked to the Website or posted to this Website by anyone other than Bowness Park Dental Clinic. We may permit some links for convenience, but it is not an endorsement by Bowness Park Dental Clinic, our affiliates or our partners of the referenced content, product, service or supplier. Please note that the rules and privacy policies of linked sites may differ from those of Bowness Park Dental Clinic and should be reviewed by you when you use the link to access the other site. We may, in our sole discretion, request that you remove any link to the Website, and upon receipt of such request, you shall immediately remove such link.

# Representations and Warranties; Limitation of Liability

THE WEBSITE IS PRESENTED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE WEBSITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

WE ARE NOT RESPONSIBLE FOR TIMELINESS, ACCURACY, UNAVAILABILITY OR INTERRUPTIONS IN AVAILABILITY, VIRUSES OR OTHER DEFECTS IN THE WEBSITE OR ITS CONTENTS. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY

# OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00).

# Disputes

With respect to any dispute regarding the Website, all rights and obligations and all actions contemplated by these Terms and Conditions shall be governed by the laws of Alberta, as if the Terms and Conditions were a contract wholly entered into and wholly performed within Alberta.

# General

By using this Website, you acknowledge and agree that these Terms and Conditions, which include our Privacy Policy constitute the complete and exclusive agreement between us concerning your use of the Website, and supersede and govern all prior proposals, agreements, or other communications.

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Website. Any changes are effective immediately upon posting to the Website. Your continued use of the Website constitutes your agreement to all such terms and conditions.

If you have any questions regarding these Terms and Conditions, please contact us. Copyright © 2018 Bowness Park Dental Clinic. All worldwide rights reserved.

# WEBSITE PRIVACY POLICY

This website (www.bownessparkdental.com) is owned, operated, and maintained by Dr. Amreek (Ricky) Suri DMD, and Dr. Eduardo (Eddy) Kalaydjian DDS, referred to as "this website" in the following sections.

# WE RESPECT YOUR PRIVACY

This website respects the privacy of our employees, our suppliers, and our patients and ensures that the personal information we collect remains secure and protected. There are times where personal information must be shared with an interested third party. In such circumstances, this website will not release any personal information without first advising of its intended use and obtaining the permission to do so from the affected individual.

We do not automatically gather any personal information from you, such as your name, phone number, email, or address. This information is only obtained if you supply it voluntarily, usually through contacting us via email or registering in a secure portion of the site. By choosing to provide us with your Personal Information, you are consenting to its use in accordance with the principles outlined in this Privacy Policy and as outlined at the time you are asked to provide any Personal Information.

Any personal information you do provide is managed according to the Alberta Freedom of Information and Protection of Privacy Act. This means that, at the point of collection, you will be informed that your personal information is being collected, the purpose for which it is being collected and that you have a right of access to the information.

Our policy is designed to meet or exceed the requirements of Canadian Federal and Provincial privacy laws. We constantly self-evaluate our practices and procedures to maintain the highest standard in this regard.

This website will make every effort to ensure personal information remains current and is updated internally and with third party suppliers in a timely manner. Individuals are expected to update this website with any changes to their personal information. The information will only be updated when required for the intended, previously described purposes.

Only employees who need the information to perform a specific job have access to personal information.

We have secure databases where we store data. We also may store your personal information in paper document files in our offices.

The processes of our business include sharing your personal information with others to carry out our placement services.

Email transmission can be accessed by other Internet users. If you want to keep certain information confidential you may contact us by telephone, in person, or via mail.

This website has set mandatory retention time limits based on Provincial Employment and Labour Standards and third-party suppliers are instructed to follow the same guidelines. Appropriate safeguards relevant to the sensitivity of the information will be employed.

This website will use your Personal Information to contact you for support purposes. If you wish to be removed from our contact database, please email us at reception@bownessparkdental.com.

We Monitor Website Traffic

Like most web servers on the Internet, this website' servers maintain access logs that record web browser activity. These logs associate an Internet Protocol (IP) address with each request for content from the servers.

When you visit this website, our web server automatically collects a limited amount of standard information essential to the operation and evaluation of the website. This information includes:

- the page from which you arrived,
- the date and time of your page request,
- the IP address your computer is using to receive information,
- the type and version of your browser, and
- the name and size of the file you request.

This information helps us assess our information services and is used only for this purpose. It is collected in compliance with section 33 of the Freedom of Information and Protection of Privacy (FOIP) Act.

This information is collected in order to help make our site more useful to visitors, to learn about the number of visitors to our site, and to learn about the types of technology our visitors use. We do not track information about individuals and their visit. We will not identify users or their browsing activities, except as required by a law of Alberta or Canada or if we are compelled to produce this information for a legal proceeding.

For security purposes and to ensure that this service remains available to all users, this computer system employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

Except for authorized law enforcement investigations, no other attempts are made to identify individual users or their usage habits.

#### We May Use 'Cookies'

Our web servers are able to use "cookie" technology to keep track of the web browsers with which they are communicating.

During a cookie transaction, a web server will hand a web browser some data prescribed by the web site's developers. The web browser will return that data with its next request for content from the website. Using this technology, it is possible for an application running on a web server to distinguish one web browser's activity from another.

#### When We Use Cookies

This website' web servers will make use of such cookies when required to identify ongoing sessions with individual online visitors. Examples include:

To associate a particular visitor with his or her own permit, application, etc.

To prevent abuse of online surveys and questionnaires.

To provide customized content and user-interface features to visitors who have specifically requested such services.

#### How We Use Cookies

In all cases, the cookie data this website' web servers may hand your browser contain only "session" identifying information. No other personal information is passed to your browser, where it may be stored on your own computer.

Cookie-related data is not permanently stored on this website' web servers. Information stored temporarily in our cookie collection never includes a visitor's name or address or sensitive data.

Further, this website does not match for its records any session-identifying cookie information with the Internet Protocol (IP) addresses described above in the information on monitoring Web-Site Traffic.

This website is committed to the security of personal information it may collect online or offline. this website has taken reasonable precautions to protect this personal information from loss, misuse or alteration. Any third parties who may have roles in managing such information on behalf of this website are also committed to the same principles.

# We Link to Other Websites

This website includes links to web pages or sites operated by third parties. We endeavor to make it clear that certain links will take you away from our site and to destinations over which we have no control.

Our public website privacy statement does not apply to the sites of third parties to which we link. Instead, we encourage you to review the policies of these sites yourself upon your arrival.

# **Individual Access**

This website will release your personal information to you upon request, along with the use and disclosure of any personal information.

Specific requests for information can be directed to the Privacy Officer via the reception@bownessparkdental.com email address. The information will be released within 30 days of receipt of the request. Should this website not be able to comply with the request, a justifiable reason will be given to the requestor.

This website considers the following reasons justifiable reasons to refuse access to personal information.

Solicitor-client privilege

Litigation privilege

Security and ongoing fraud investigations

Proprietary or trade secret information

Sensitive medical information that could be obtained through other means

Requests that would prove prohibitively costly to provide

Requests that could reasonably be expected to threaten the privacy, life or security of another individual

This list is not exhaustive and other reasons may be considered justifiable.

# **Challenging Compliance**

You have the right to file a challenge about this website' compliance with Privacy legislation. This website will consider all requests serious and will investigate any complaints thoroughly. To make a challenge please send all relevant details and specifics to this website' Privacy Officer at reception@bownessparkdental.com.

# Notification of Changes

This website will occasionally update this privacy statement. When we do, we will also revise the "last updated" date at the bottom of the privacy statement. For material changes to this statement, this website will notify you by placing a prominent notice on the website.

For questions or comments regarding this public website privacy statement please contact us by email: reception@bownessparkdental.com.

If you have any questions about our privacy policy or any of the above please do not hesitate to contact us for a clarification!

#### PATIENT PRIVACY

At Bowness Park Dental Clinic, we appreciate the trust that our patients (or "client(s)") place in us.

One part of that trust is that we will treat our clients' personal information and records with respect, and only release that information to a third party when the client asks, or when the client's care and good common-sense dictate.

Recent government legislation makes this issue more complex. We are governed by the provincial Health Information Act (HIA), on top of the Personal Information Protection Act (PIPA) and the federal Personal Information Protection and Electronic Documents Act (PIPEDA), which spell out our requirements. You can trust that we will always care about your privacy. Please don't hesitate to ask us if you ever have any concerns.

You should be aware that our Clinic is in the process of completing the Privacy Impact Assessment process with the OIPC, the Office of the Privacy Information Commissioner of Alberta.

The following points address many of the issues regarding your personal information;

Your dentist is the one who is ethically responsible for safeguarding your personal information.

You are always welcome to view the records that we keep about you, including your chart notes.

From time-to-time, we will use client information for teaching or research purposes, but only if the individual client involved is not identifiable, unless they provide their consent.

We will occasionally share your photographs with outside Registered Dental Technicians and ceramists, for the purposes of communicating aesthetic treatment requirements.

The biggest issues we face in protecting your privacy come when we deal with insurance companies on your behalf. If we feel that their requests are unreasonable, we will ask you before releasing further information.

A more important issue is when payroll or HR staff with your employer contact us with inappropriate questions about your health and care. Again, we will contact you if we feel that their requests are not appropriate.

As our clinic is paperless, your records are backed up to a secure off-site server for security reasons. Some or all of these records can end up on servers in Canada or in the United States of America. We use data-storage services that are encrypted.

If we assist you in making financial arrangements through a third party such as your bank, we do not maintain any of your financial information unless you want us to submit it for you as a courtesy, in which case we shred it after submission.

If you have a personal matter that you wish to discuss in private with the dentist or staff, we will gladly discuss it in a private office.

Please respect the privacy of other clients while you are in the clinic.

Again, if you have any questions about your privacy and personal information, ask your dentist. We want you to feel comfortable about how we handle your records.

#### VIDEO SURVEILLANCE POLICY

Bowness Park Dental Clinic and the property on which it resides has 24-hour video surveillance in effect in and around the exterior and interior. Coverage includes the parking lot, clinical treatment areas and waiting areas. We have made efforts to ensure that our Video Surveillance Cameras are all overt and easily visible. We do not employ surreptitiously recording cameras.

The Video Surveillance System is an integral part of security operations at Bowness Park Dental Clinic. The purpose of this policy is to ensure the appropriate use of the Video Surveillance System and the recordings or images collected by it.

The Video Surveillance System is intended to:

discourage inappropriate or unlawful behavior of individuals on our premises;

facilitate a safe and secure environment;

facilitate internal safety and security reviews;

facilitate staff or contractor training;

support appropriate responses to observed or reported incidents of inappropriate or unlawful behavior.

Recordings and images captured by the Video Surveillance System will be saved on a secure server.

The Video Surveillance System will not be used to monitor areas where individuals have a reasonable expectation of privacy.

Signage communicating that a Video Surveillance System is in operation will be visible to employees, patients, and individuals using Bowness Park Dental Clinic.

Access to the Video Surveillance System will be limited to the owners and to the following groups of Employees:

The Management Team (Manager level and above) and Service Delivery Managers

Information Technology personnel with responsibility for the Video Surveillance System, its associated software and the preservation of personal information

Facilities personnel with responsibility for the acquisition, installation, maintenance and management of the Video Surveillance System.

The recordings or images captured by the Video Surveillance System will only be used by Bowness Park Dental Clinic:

for a security or law enforcement purpose; or

for a legal proceeding; or

for the provision of evidence in support of any internal inquiry, criminal prosecution or banning from the Bowness Park Dental Clinic associated with unlawful activity on our premises, the misuse of Bowness Park Dental Clinic space or equipment, or breaches of Bowness Park Dental Clinic's Code of Conduct and/or Employee Policies; or

to analyze the usage of space for the purposes of ongoing and future facility, program and service planning; or

with the consent of the individual whose activities have been recorded.

The length of time for which recordings or images captured by the Video Surveillance System will be preserved is dependent upon the storage capacity of the Video Surveillance System and may be as little as three days.

Revised: January 12, 2019