

# Terms and condition of use of the Pancreatic Society of Great Britain and Ireland website and membership

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# Privacy Policy

## Introduction

In this Privacy Policy, "We", "Us" and "Our" mean the Pancreatics Society of Great Britain and Ireland, REGISTERED CHARITY NUMBER 272412.

Address: DIGESTIVE DISEASES CSU, BEXLEYWING , ST JAMES'S UNIVERISTY HOSPITAL, LS9 7TF2

We are firmly committed to protecting your privacy and aim to be clear when we collect your information and use it only as you would reasonably expect.

Contact us at info@psgbi.org

For the purpose of the Data protection Act 1998 (the Act) we are the Data Controller

## Our legal basis for processing personal information

Our lawful basis for the purposes that we process personal information is legitimate interest.

The law allows us to collect and use personal data if it is necessary for our legitimate business interest and so long as its use is fair, balanced and does not unduly impact your rights.

In extreme situations, we may share your personal details with the emergency services if we believe it is in your 'vital interests' to do so. For example, if someone is taken ill during one of our events.

We may also share your personal information where we are compelled by law to do so.

## How we collect personal information

### Information we receive from you

• We collect personal information from you directly through our website, through membership applications, CPD questions, surveys and sometimes paper forms,



telephone calls and emails, participation in discussion boards and social media. Details of how we collect and use personal information are given later in this policy.

- We may collect information about the software on your computer (your browser version etc.) and your IP address (your connection with the internet) to improve your interaction with the website and for our records. This may happen automatically without your being aware of it. With regard to each of your visits to our site we will automatically collect the following information:
- Technical information, including [the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, browser plugin types and versions, operating system and platform;

### Information we receive from other sources.

- This is information we receive about you if you use any of the other websites we operate or the other services we provide. In this case we will have informed you when we collected that data if we intend to share those data internally and combine it with data collected on this site. We will also have told you for what purpose we will share and combine your data. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers). We will notify you when we receive information about you from them and the purposes for which we intend to use that information. Most of this information is anonymised except for when it is for operational details for example payment gateways.
- Information about your visit, including [the full Uniform Resource Locators (URL),] clickstream to, through and from our site (including date and time), page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any email address used to contact our support services.
- We may use cookies (small text files which we and other website operators store on your computer when you visit our websites) to deliver a better and more personalised interaction. They enable us to recognise you when you return to the website, store information about your preferences, and improve the way your searches are processed. They also enable us to generate statistics about the number of visitors we have and how they use the website and the internet. You can set your browser to reject our cookies if you wish (you should consult your browser help section for details), but this might restrict your use of the website and other websites. For more information about cookies, please see our cookies statement.

## USES MADE OF THE INFORMATION

We use information held about you in the following ways:

## Information you give to us.

We will use this information:

- to notify you about changes to our service;
- to ensure that content from our site is presented in the most effective manner for you and for your computer.



### Information we collect about you.

We will use this information:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you.

### The personal information that we collect

The type and quantity of information we collect and how we use it depends on why you are providing it. We may from time to time request other information from you but we will let you know why we need this information.

For membership applications, administration and renewals we will collect:

- Your name
- Your contact details email address and postal address
- Your date of birth (optional)
- Your place of work and job title
- Information about your qualifications
- Your managers email address

In addition, we may ask for more information for committee member applications such as your CV.

For event applications, registrations and administration we may also collect:

Medical information such as dietary requirements and any disabilities relevant to accommodating event attendance.

For carrying out surveys of members we may also collect:

- Employer information
- Ages and numbers of staff at each level in a department

For processing grant applications and awards we may also collect:

- Employment history
- Education and training
- External Reviewer name and contact details

For processing member expenses, we may also collect:



• Financial information (although this will not be stored)

### How we use personal information

- Membership applications.
- Membership administration including but not limited to: payment, renewals, providing event information, keeping a record of our relationship with a member.
- To confirm sponsorship of a new member.
- Membership benefit administration by electronic means including newsletters.
- Representation of the whole membership, a workplace group or individual.
- Elections and appointments to committees.
- Event/examination applications, registrations and administration.
- Informing people about our events.
- Carrying out surveys of members.
- Forwarding member surveys and consultations run by other organisations with whom we collaborate or are funding.
- Processing grant applications and awards.
- Processing member and committee expenses.

### How we may share personal information

We may share some of your personal information with organisations that carry out processing operations on our behalf, such as web services companies, conference and other organisations providing services on behalf of PSGBI. We ensure that these companies have measures in place to protect your personal data.

We do not sell or share personal information to third parties for the purposes of marketing but, if we run an event in partnership with another named organisation, your details may need to be shared with them. For example, we will need to allow the Annual Scientific Meeting (ASM) organisers access to your contact details to advertise the event and to confirm membership if booking for the event. We will only share your name and email address with them.

Members' contact details, including email addresses, may be shared with PSGB&I committee volunteers to aid communication between members and interest groups.

We will not sell personal information other than as part of a sale of a substantial part of our assets. We may disclose it to a prospective purchaser, but only for use in connection with that sale.

We may need to disclose your details if required to the police, regulatory bodies or legal advisors.

We will only ever share your data in other circumstances if we have your explicit and informed consent.

### How we protect personal information

We undertake regular reviews of who has access to information that we hold to ensure that your information is only accessible by appropriately trained, volunteers and contractors.



We recommend all committee volunteers undergo annual Information Governance training.

We provide guidelines to committee members on handling personal data.

We ensure that there are appropriate technical controls in place to protect your personal details. For example, our computer network and servers are protected and routinely monitored.

We store all personal information that you supply us with on secured servers or in secure paper files. For your protection, any payment details that you provide us with will be encrypted using SSL (Secure Sockets Layers) technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone

Unfortunately, the transmission of information over the internet is not completely secure. Although we will do our best to ensure that your personal information is protected, we cannot guarantee the security of your data transmitted to the website. Any transmission of your personal information by you is therefore at your own risk. Once we have received your information, we will use strict procedures and security features to try and prevent unauthorised access.

### How long we keep personal information

We will only keep personal information for as long as we have a valid reason for keeping it. After that we delete or dispose of the information securely.

We keep personal information about:

- Membership for 6 years after membership has lapsed.
- Elections and appointment to committees indefinitely to maintain a record and history of committee members.
- Attendees at committee meetings as recorded on minutes of such meetings will be kept indefinitely.
- Award recipients indefinitely.
- Event applications, registrations and administration for 3 years until after the event has taken place. For CPD purposes it is the member's responsibility to prove attendance.
- Surveys of members for 6 years after the survey so that data can be referenced for statistical analysis.
- Grant applications and awards indefinitely for successful applications and persons.
- Member's expenses for 6 years as required by law.
- Results of accreditation theory and practical exams indefinitely.

### Subject Access Requests

You have a right to know what personal data we hold, who we acquired it from, how we process it, the logic involved in any automatic processing, and who we disclose it to.

You have a right to ask us not to make decisions based solely on the automatic processing of your personal information.

You have a right to ask us not to process your personal information in a way that is likely to cause unwarranted and substantial damage or distress.

You have a right to ask us to erase your personal information.

These statutory rights are qualified by exceptions and exemptions.

To exercise any of these rights, please contact us using the address below.



You can find out more about your rights from the <u>Information Commissioner</u>, who regulates data protection and privacy.

## Changes to this policy

We may change this Privacy Policy from time to time. If we make any significant changes in the way we treat your personal information we will make this clear on our website or by contacting you directly.

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### Acceptable Use Policy

### PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE

WHAT'S IN THESE TERMS?

This Acceptable Use Policy sets out the content standards that apply when you upload content to our site, make contact with other users on our site, link to our site, or interact with our site in any other way.

WHO WE ARE AND HOW TO CONTACT US

This website is operated by The Pancreatics Society of Great Britain and Ireland ("We"). We are a charity registered in England and Wales number 272412. Registered address: DIGESTIVE DISEASES CSU, BEXLEYWING, ST JAMES'S UNIVERISTY HOSPITAL, LS9 7TF2

To contact us, please email info@psgbi.org

BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

Our Terms of Website Use also apply to your use of our site.

WE MAY MAKE CHANGES TO THE TERMS OF THIS POLICY

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:



- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Terms of Website Use.
- Not to access without authority, interfere with, damage or disrupt:
- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

#### INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- chat rooms.
- bulletin boards.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our



liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they 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 an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

#### CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (Contribution), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

The Pancreatic Society of Great Britain and Ireland will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- be accurate (where it states facts).
- be genuinely held (where it states opinions).
- comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- be defamatory of any person.
- be obscene, offensive, hateful or inflammatory.
- promote sexually explicit material.
- promote violence.
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- infringe any copyright, database right or trade mark of any other person.
- be likely to deceive any person.
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- promote any illegal activity.



- be in contempt of court.
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- be likely to harass, upset, embarrass, alarm or annoy any other person.
- impersonate any person, or misrepresent your identity or affiliation with any person.
- give the impression that the Contribution emanates from The Pancreatic Society of Great Britain and Ireland, if this is not the case.
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- contain any advertising or promote any services or web links to other sites.

#### BREACH OF THIS POLICY

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the Terms of Website Use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.



#### WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that the terms of this policy, its subject matter and its formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland you may bring proceedings in Scotland.

If you are a business, the terms of this policy, its subject matter and its formation (and any noncontractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

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### Website terms of Use

### WHO WE ARE AND HOW TO CONTACT US

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To contact us, please email info@psgbi.org

#### BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

#### THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy, which sets out information about the cookies on our site.

WE MAY MAKE CHANGES TO THESE TERMS



We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 1st April 2018.

#### WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our users' needs and our business priorities.

#### WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@psgbi.org

#### HOW YOU MAY USE MATERIAL ON OUR SITE

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.



You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### DO NOT RELY ON INFORMATION ON THIS SITE

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

#### WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

#### USER-GENERATED CONTENT IS NOT APPROVED BY US

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please

contact us on info@psgbi.org

#### OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

• We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

• We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.



- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

#### WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.



RULES ABOUT LINKING TO OUR SITE

You may only link to our home page with the permission of the Pancreatic Society of Great Britain and Ireland. To apply for permission contact info@psgbi.org

If permission is obtained you may only do so provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to link to or make any use of content on our site other than that set out above then this must be clearly stated in your application for permission.

#### WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any noncontractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

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### **Cookie Policy**

### INFORMATION ABOUT OUR USE OF COOKIES

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

We use the following cookies:



- Strictly necessary cookies. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- Analytical/performance cookies. They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- Functionality cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

You can find more information about the individual cookies we use and the purposes for which we use them in the table below:

Cookie	Name	Purpose	More information
csrfmiddlewar etoken	CSRF Token	This cookie protects against Cross Site Request forgery.	Every POST request the site makes is matched against this token to ensure that the computer making the request is the same as the one using the website.
session	Session Key	This cookie relates to the users session, no identifia ble informa tion is availabl e by this method.	This is essential to the correct operation of the website and to identify the user as a member allowing access to member services and completing member information, where appropriate.
_ga, _gid, utma, utmc, utmz	Google Analyti cs	cookies	See - https://developers.google.com/analytics/devguides/collect ion/analyticsjs/cookie-usage - for more information



s through the website.

\_\_\_cfduid

Cloudfl This is See -https://support.cloudflare.com/hc/enused by us/articles/200170156-What-does-the-Cloudflare-cfduidcloudfl cookie-do- for more information. are, who host the jquery plugin on the website.

Please note that third parties (including, for example, providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical /performance cookies.

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

Except for essential cookies, all cookies will expire after:

Session cookies: 2 weeks (unless an activity is started and not completed in this time, such as an application)

Persistent cookies: 6 or 12 months (dependant on the party originating the cookie) but no longer than 12 months.