

UNIVERSAL TERMS OF SERVICE AGREEMENT

Last Revised Date: 5/16/2023

PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. GENERAL INFORMATION

This Universal Terms of Service Agreement (the "Agreement") is between Mimi N Nguyen DDS, PA, Mimi Nguyen DDS and you, and is effective from the date you use this website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through the Site (individually and collectively, the "Services"). Service Agreements and Additional Policies apply to certain Services and are in addition to (not in lieu of) this Agreement. In the event of a conflict between the provisions of the Service Agreement and this Agreement, the provisions of the applicable Service Agreement shall govern.

The terms "we", "us" or "our" shall refer to Mimi N Nguyen, DDS, PA and Mimi N Nguyen DDS. The terms "you", "your", "yours", "User" or "customer" refer to any person or entity that accepts this Agreement, accesses your account or uses the Services. Nothing in this Agreement shall be deemed to confer benefits or rights on any third party.

2. MODIFICATION OF THE CONTRACT, SITE OR SERVICES

We may, in its sole discretion, change or modify this Agreement and any policies or agreements incorporated into it, at any time, and such changes or modifications will be effective immediately when posted on this Site. Your use of this Site or the Services for which these changes or modifications are made will constitute your acceptance of the last revision of this Agreement. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, from time to time we may notify you of changes or modifications to this Agreement by email. Therefore, it is very important that you keep your buyer account information up-to-date ("Account"). We assume no responsibility of any kind for your failure to receive email notification, if such a problem arises from an incorrect email address. In addition, we may terminate Your use of the Services in the event You violate or fail to comply with any of the terms of this Agreement. WE RESERVE THE RIGHT TO MODIFY, CHANGE

OR DISCONTINUE ANY ASPECT OF THIS SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE PRICES AND FEES, AT ANY TIME.

3. ELIGIBILITY; AUTHORITY

This Site and the Services are available exclusively to individuals or entities ("Users") who can enter into binding contracts under applicable law. By using this Site or the Services, you represent and warrant that (i) you are over eighteen (18) years of age, (ii) that you are capable of entering into legally binding contracts under current regulations, or (iii) that you do not have purchasing or receiving the Services is prohibited under the laws of the United States or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal power to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "Your", "User" or "Customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, we determine that you do not have the legal authority to bind such corporate entity, you will be personally liable for your obligations under this Agreement, including, without limitation, payment obligations. We will not be liable for any loss or damage resulting from our reliance on an instruction, notice, document, or communication reasonably believed by us to be genuine and came from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instructions, notices, documents or communications, we reserve the right (but assume no obligation) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered by you, anyone acting as your agent, and anyone using your account or the Services, whether or not authorized by you.

4. YOUR ACCOUNT

In order to access some of the features of this Site or use some of the Services, you will need to create an account. You represent and warrant to us that all information you provide when creating your Account is accurate, current, and complete, and that you will keep your Account information accurate, current, and complete. If we have reason to believe that your Account information is untrue, inaccurate, not current, or incomplete, we reserve the right, in its sole discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure; including but not limited to your customer number/login, password, Payment Methods (as defined below) and Buyer Identification Number (PIN). For security reasons, we recommend that you change your password and Buyer PIN at least once every six (6) months for each Account. You must immediately notify us of any breach of security or unauthorized use

of your Account. We will not be responsible for any loss you may incur from any unauthorized use of your Account. However, you will be responsible for any loss we or others incur caused by your account, whether caused by you, or by an authorized person, or by an unauthorized person.

5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

1. Your use of this Site and the Services, including any content you submit, will comply with this Agreement, any applicable Service Agreement or policy that may apply to your Services, and all applicable local laws, rules and regulations, applicable state, national and international.
2. You will not collect or collect (or allow anyone else to do so) any User Content (as defined below) or the private or personally identifiable information of another User or any other person or entity without their express prior written consent.
3. You will not use this Site or the Services in a manner that (as determined by Mimi N Nguyen, DDS, PA in its sole and absolute discretion):
 - is illegal, promotes or encourages illegal activity;
 - promotes, encourages or engages in the exploitation of children or in any activity related to the proliferation of child sexual abuse related material (CSAM);
 - promotes, encourages or engages in terrorist activities, violence against people, animals, or property;
 - promotes, encourages or engages in the sending of spam or unsolicited bulk email, or hacking or breaching systems;
 - violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages, or engages in the sale or distribution of prescription drugs, without a valid prescription;
 - violates the Online Sex Trafficking Act 2017 or similar laws, or promotes or facilitates prostitution and/or sex trafficking;
 - infringes the intellectual property rights of another User or any other person or entity;
 - violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you have to another User or other person or entity;
 - interfere with the operation of this Site or the Services found on it;
 - contain or install any viruses, worms, bugs, Trojan horses or other code, files or programs designed or capable of adversely affecting, damaging or limiting the functionality of any software or hardware; either
 - contains false or misleading language, or unsubstantiated or similar claims regarding us or our Services.

- You will not engage in any false, abusive, or fraudulent activity. You will not take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately heavy load on our infrastructure;
- 4. You will not copy or distribute in any media any part of this Site or the Services, except as expressly authorized by us.
- 5. You will not modify or alter any part of this Site or the Services found therein or any of its related technologies.
- 6. You will not access Our Content (as defined below) or User Content through any technology or means other than this Site itself, or as determined by us.
- 7. You agree to make a backup copy of all your User Content so that you can access and use it when you need it. We do not guarantee to support any Account or User Content, and you agree to accept the risk of loss of any or all of your User Content.
- 8. You will not resell or provide the Services for commercial purposes, including any of our related technologies, without our express prior written consent.
- 9. You will not circumvent, disable or otherwise interfere with security-related features of this Site or the Services found on this Site (including, without limitation, features that prevent or restrict the use or copying of any Mimi N Nguyen, DDS, PA Content or User Content) or apply limitations on the use of this Site or the Services found on this Site, the Mimi N Nguyen, DDS, PA Content or User Content found on it.
- 10. You agree to provide a government-issued photo ID or government-issued business ID as required to verify your identity upon request.
- 11. You acknowledge that we may from time to time call you in connection with your account, and that your call may be recorded for the purposes of any such call and you hereby consent, subject to any applicable law and our restrictions. and obligations thereon, including, where permitted, to record all such calls regardless of whether we ask you, on a particular call, for your consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, such recordings may be presented as evidence in any legal proceeding to which Mimi N Nguyen, DDS, PA is a party. In addition, by providing your telephone or mobile number, you consent to receive marketing telephone calls from Mimi N Nguyen, DDS, PA which may be initiated by an automatic telephone dialing system and/or the use of an artificial or pre-recorded voice. You understand that providing your consent is not a condition of purchasing any Mimi N Nguyen, DDS, PA product or service. Similarly, by providing your mobile phone number, you consent to receive marketing text messages from or on behalf of Mimi N Nguyen, DDS, PA that may be sent using an automated telephone dialing system. You understand that providing your consent is not a condition of

purchasing any Mimi N Nguyen, DDS, PA product or service. Message and data rates may apply.

12. Without limiting any of the rights set forth in this Agreement, we expressly reserve the right to deny, cancel, terminate, suspend, or limit future access to this Site or any Service (including, without limitation, the right to cancel or transfer any registration domain name) to any User (i) whose Account or Services have previously been terminated or suspended, whether due to breach of this or any other Agreement or any other Mimi N Nguyen, DDS, PA policy, or (ii) who is or has participated in any way engage in inappropriate or illegal activity while using the Site or Services (as determined by us in its sole discretion).
13. If your purchase or account activity shows signs of fraud, abuse, or suspicious activity, we may terminate any services associated with your name, email address, or account, and close any associated Mimi N Nguyen, DDS, PA accounts. If we, in its sole discretion, determine that any activity undertaken is fraudulent, we reserve the right to take all necessary legal action and you may be liable for our monetary losses, including litigation costs and damages. To dispute the termination of Services or the freezing or closure of an account, please contact Mimi N Nguyen, DDS, PA.

6. PROTECTION OF YOUR DATA

Mimi N Nguyen, DDS, PA offers some hosting Services that are available to you which may include the processing of personal data about you, your customers and/or web users (“Your Data”) in the course of your use of these Services (“Covered Services”) . Your Data, for the purpose of this section, excludes any User Content.

[Controller-to-Processor Addendum on Data Processing \(“ADP”\)](#), which is incorporated herein by reference and applies to Covered Services, is to provide you with contractual assurance that we have robust mechanisms in place to ensure that the transfer of Your Data, including transfers of Your Data from the European Economic Area to another country comply with applicable data privacy laws.

For the purposes of the Controller-to-Processor DPA and the Standard Contractual Clauses attached to the DPA (where and as applicable), you (and your applicable affiliates) are considered the Data Controller/Data Exporter, and your acceptance of The Terms of Service governing Covered Services at the time of purchase of any Covered Service will also be treated as your acknowledgment and acceptance of the Controller-to-Processor APD and its addendums (including the Standard Contractual Clauses and their addendums, as applicable). If you would like to print, sign, and return a physical copy of the Controller-to-Processor APD, please email a request to Braces@DrMimiOrtho.com.

As defined in this section and in the APD, covered services include hosting services that are subject to the terms and conditions of the following Agreements: (1) Email Marketing Services, (2) Hosting , (3) [Online Store/Fast Shopping Cart](#) , (4) [Website Builder Services](#) , (5) [Workspace Service](#), (6) Google Ads, and (7) Facebook Ads.

7. USER CONTENT

Some of the features of this Site or the Services, including the Services that are hosted by GoDaddy, may allow Users to view, post, share, store or manage (a) ideas, opinions, recommendations or advice through postings on forums, content submitted for a contest, product reviews or recommendations, or photos for inclusion in a social media event or activity (“ User Submissions ”), or (b) literary, artistic, musical, or other content , including, but not limited to, photos and videos (together with User Submissions, “ User Content”). All content submitted through your Account is considered User Content. By posting or posting User Content to this Site or through the Services, you represent and warrant to GoDaddy that (i) you have all necessary rights to distribute the User Content through this Site or through the Services, because you is the author of the User Content and has the right to distribute the User Content, or because you have the appropriate distribution rights, licenses, authorizations, and/or written permission to use the rights, granted by the author or other owner of the User Content. User Content, and (ii) the User Content does not infringe the rights of any third party.

User Submissions. You acknowledge and agree that your User Submissions are entirely voluntary, do not establish a confidential relationship or obligate us to treat your User Submissions as confidential or secret, that we are under no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or any third party for any intentional or unintentional use of your User Submissions and that we may be working on the same or similar content, may already be aware of such content from other sources, Or maybe you just want to develop this (or similar) content yourself, or you may have taken/will take some other step.

Mimi N Nguyen DDS, PA shall own the exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted on this Site and shall be entitled to unrestricted use and dissemination of User Submissions posted on this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or any third party.

User Content other than User Submissions. By publishing or posting User Content on this Site or through the Services, you authorize us to use the intellectual property and other proprietary rights in your User Content to enable the embedding and use of the User Content in the manner intended. by this Site and this Agreement. You grant Mimi N Nguyen DDS, PA a worldwide, non-exclusive, royalty-free, sublicensable (through multiple levels), transferable license to use, reproduce, distribute, prepare derivative

works of, and combine with other works, display, and perform your User Content in connection with this Site, the Services, and ours (and our affiliate) businesses, including without limitation, for the promotion and redistribution of all or part of this Site in any media format and through media channels without restrictions of any kind and without payment or consideration of any kind, or permissions or notices, to you or third parties. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate as “private” or “password protected”) through this Site. and to use, reproduce, distribute, prepare derivative works of, combine with other works, display and perform your (your) User Content, as permitted through the functionality of this Site and under this Agreement. The aforementioned licenses granted by you to your User Content expire within a commercially reasonable time after the User Content is removed or deleted from this Site. However, you understand and agree that we may retain (but not distribute, display or perform) server copies of your User Content that have been removed or deleted. The aforementioned licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary herein, we may not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site (or our affiliates' business(es)).

8. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our policies and procedures, we will use commercially reasonable efforts to attempt to provide this Site and the Services twenty-four (24) hours a day, seven (7) days week. You acknowledge and agree that, from time to time, this Site may not be accessible or operated for any reason; including, but not limited to, equipment failures; periodic repair or maintenance operations that we may carry out from time to time; or causes beyond our control or that we cannot reasonably foresee, including, but not limited to, interruptions or failures in telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

9. SUPERVISION OF THE CONTENT; ACCOUNT TERMINATION POLICY

We generally do not prescreen User Content (whether placed on a Mimi N Nguyen DDS, PA-hosted website or placed on this Site). However, we reserve the right (but have no obligation) to do so and decide whether any User Content is appropriate or in compliance with this Agreement. We may remove any User Content (whether placed on a GoDaddy-hosted website or placed on this site) or terminate a user's access to this Site or the Services found thereon for placing or posting any material that violates or

otherwise violates this Agreement (as determined by Mimi N Nguyen DDS, PA in its sole and absolute discretion), at any time without notice. We may also terminate a User's access to this Site or the Services found therein if we have reason to believe that the User repeatedly violates the rules. If you terminate your access to this Site or the Services found therein, you may, in your sole and absolute discretion, remove and destroy any data and files stored by you on your servers.

10. INTERRUPTED SERVICES; END OF USEFUL LIFE POLICY

Mimi N Nguyen DDS, PA reserves the right to stop offering or providing any of (i) the Services or (ii) individual features, functionality, or aspects of the Services at any time, for any or no reason, and without notice. While we make every effort to maximize the life of all of its Services and features, functionality, and aspects of the Services, there are times when a Service or a specific feature, functionality, or aspect of a Service that we offer will be discontinued or reach End of Useful Life ("EOL"). In such event, such Services, or the specific feature, functionality, or aspect of such Service, will no longer be supported by us, in any manner, as of the EOL date.

Disclaimer. Mimi N Nguyen DDS, PA will not be liable to you or any third party for any modification, suspension, or discontinuance of the (i) Services or (ii) individual features, functions, or aspects of the Services that we may offer, provide, or make accessible.

11. BETA SERVICES

Mimi N Nguyen DDS, PA may from time to time offer new Services (limited services provided or new attributions for existing Services) in pre-release versions. New Services, new features to existing Services, or limited prior Services will be referred to, individually and collectively, as "Beta Services." If you elect to use any of the Beta Services, your use of the Beta Services is subject to the following terms and conditions: (i) You acknowledge and agree that the Beta Services are pre-release versions and may not function properly; (ii) You acknowledge and agree that use of the Beta Services may expose you to unusual risks of operational failure; (iii) The Beta Services are provided on an "as is" basis, Therefore, it is not recommended to use them in production processes or in mission-critical environments; (iv) we reserve the right to modify, change or discontinue any aspect of the Beta Services at any time; (v) Commercially released versions of the Beta Services may change materially, and programs you use or run with the Beta Services may not work with commercially released versions or later versions; (vi) we may limit the availability of Customer Service support time dedicated to supporting the Beta Services; (vii) You acknowledge and agree to provide immediate feedback about your experience with the Beta Services as reasonably requested by us, including information necessary to allow us to reproduce errors or problems you experience; (viii) You acknowledge and agree that Mimi N Nguyen DDS, PA and

affiliates may track your browser behavior, links clicked, items purchased, your device type, and collect various data, including analytics data, about how you use and interact with our Beta services; (ix) You acknowledge and agree that all information regarding your use of the Beta services, including your experience with, and opinions regarding, the Beta services, is confidential and may not be disclosed to any third party or used for any purpose other than to provide feedback to us; (x) The Beta Services are provided “as is”, “as available” and “with all errors”.

You further acknowledge and agree that we may use your feedback for any purpose, including product development. At our request, you will provide us with feedback that we may use publicly for press and marketing materials. All intellectual property rights in your feedback or arising out of your use of the Beta Services will be the exclusive property of Mimi N Nguyen DDS, PA and affiliates. To the extent permitted by law, Mimi N Nguyen DDS, PA and affiliates disclaims all warranties, statutory, express or implied, with respect to the Beta Services including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. .

12. RATES AND PAYMENTS

You agree that one of our affiliated entities may charge your payment method. If we identify, during your purchase, that the payment was processed in the United States, we will process your transaction. If we identify, during your purchase, that the payment was processed in another country your transaction may be processed by an entity within the disclosed country that is affiliated with our local payment service provider, and subject to the provisions of our Privacy Policy

Price changes. We reserve the right to change its prices and fees at any time, and such changes will be posted online at this Site, and will be effective immediately without further notice from us. If you have purchased or obtained Services for a period of months or years, changes in prices and fees will take effect when the Services in question are due for renewal, as described below.

Payment types. Except as prohibited in any specific product agreement, you may pay for services using any of the following “Payment Methods”: (i) valid credit card ; (ii) electronic payment from your personal or business checking account, as applicable (as defined below); or (iii) any other method you use to pay for the Services as determined by Mimi N Nguyen DDS, PA in its sole and absolute discretion.

Refunds issued. You agree that when refunds are issued to your Payment Method, Mimi N Nguyen DDS, PA’s issuance of a refund receipt is only confirmation that Mimi N Nguyen DDS, PA has sent your refund to the Payment Method charged at the time of

the original sale and that we have no control over when the refund will be applied to the available balance of your Payment Method. In addition, you acknowledge and agree that the payment provider or bank issuing your Payment Method establishes and governs time frames for posting your refund, and such time frames may vary from five (5) business days to a full billing cycle or period elderly.

If a refund is issued to your Payment Method and the payment provider, the payment provider's processor or the bank issuing your Payment Method imposes limitations on refunds, including, without limitation, limitations on the timeframe for refunds or the amount of Refunds Allowed, Mimi N Nguyen DDS, PA, in its sole and absolute discretion, reserves the right to issue the refund (i) in the form of a balance, (ii) by issuance of a bank check, to be sent to the mailing address that appears in your Account or (iii) in some jurisdictions, such as bank transfer, when the payment processor is unable to refund the Payment Method. Mimi N Nguyen DDS, PA also has the right to offer a store credit to customers seeking a refund, even though there are no limitations on refunds imposed by the Payment Method.

13. ADDITIONAL RESERVATION OF RIGHTS

We expressly reserves the right to deny, cancel, terminate, suspend, block, or modify access to (or control of) any Account or Service (including the right to cancel or transfer any domain name registration) for any reason (as determined by Mimi N Nguyen DDS, PA in its sole discretion), including, without limitation, to: (i) correct errors made in offering or providing any of the Services (including any domain name registration), (ii) protect the integrity and stability of, and correct errors made by, any domain name registry or registrar, (iii) contribute to our efforts to prevent and detect fraud and abuse, (iv) comply with court orders against you or against your domain name or website and with the laws,applicable local, state, national and international rules and regulations, (v) comply with law enforcement orders, including subpoena orders, (vi) comply with any dispute resolution process, (vii) defend ourselves in any legal action or threat thereof, regardless of whether or not such legal action or threat thereof is ultimately determined to have merit, (viii) avoid any civil or criminal liability on the part of Mimi N Nguyen DDS, PA, its officers, directors, employees and agents, as well as such as those of our affiliates, including, but not limited to, instances where you have sued or threatened to sue us, or (ix) responding to an excessive number of complaints related in any way to your account, domain name(s) or content on your website that could cause harm to the business, operations, reputation or shareholders of

We expressly reserve the right to review each Account for excessive space and bandwidth usage and to terminate or apply additional charges to those Accounts that exceed permitted levels.

Mimi N Nguyen DDS, PA expressly reserves the right to terminate, without notice, any Service where, in our sole discretion, you are harassing or threatening us and/or any of our employees.

Mimi N Nguyen DDS, PA Content. Except for User Content, the content of this Site and the Services, including, without limitation, text, software, scripts, source code, APIs, graphics, photos, sounds, music, video and interactive features and trademarks, service marks and logos contained therein (“Mimi N Nguyen DDS, PA Content”), are owned by or licensed to us in perpetuity and copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under foreign and United States laws. USA. Mimi N Nguyen DDS, PA Content is provided “as is”, “as available” and “with all faults” for your information and for personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose without our prior written consent. This agreement does not grant any right or license under any copyright, trademark, patent or other proprietary right or license.

14. NO UNSOLICITED MAIL; LIQUIDATED DAMAGES

No spam. We do not support the transmission of unsolicited mail. We monitor all traffic to and from our web servers for signs of spamming and maintain a spam abuse complaint center to record reports of such spam. Customers suspected of using our products and services to send spam are thoroughly investigated. If we determine that a spam problem exists, we will take appropriate steps to resolve the situation.

We define spam as sending Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE), or Unsolicited Facsimile (Fax), which are emails or facsimiles sent to recipients as advertisements or something similar, without first obtaining confirmed consent to receive such communications. This may include, but is not limited to, the following:

1. email messages
2. Newsgroup Postings
3. Windows system messages
4. Pop-up messages (also known as "adware" or "spyware" messages)
5. Instant messages (using AOL, MSN, Yahoo and other instant messaging programs)
6. Advertisements in online chat rooms
7. Postings in Guestbooks or Website Forums
8. Unsolicited facsimiles
9. Text/SMS messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, including, but not limited to, the Can-Spam Act of 2003 and the Telephone Services Consumer Protection Act, but you must also abide by this policy against unsolicited mail. Commercial advertising and/or mass emails or faxes may only be sent to recipients who have "opted in" to receive messages. They must include a legitimate return address and return address, the sender's physical address, and, in the footer of the email or fax, a method of notifying you that you do not wish to receive further messages. At our request,

If we determine that the account, products, or services in question are being used to send spam, we will redirect, suspend, or terminate any account, website hosting, domain registration, mailbox, or any other applicable product or service. In such event, at our election, we may ask you to respond to us by email to indicate that you will stop spamming and/or that spamming is being sent on your behalf and that you require a non-refundable reactivation fee that you will be paid before the site, email boxes or services are reactivated.

We encourage all customers and recipients of email generated by our products and services to report any suspected spam. Suspected abuse can be reported by email or through our Spam Abuse Complaint Center. Web: [report abuse](#) .

Liquidated damages. You agree that we may close any Account immediately if we believe, in our sole discretion, that it is transmitting or otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated, you agree to pay us liquidated damages in the amount of \$1.00 for each spam or spam email that comes from or is related to your Account.

15. TRADEMARK OR COPYRIGHT CLAIMS

We stand behind the protection of intellectual property. If you want to file (i) a trademark claim for infringement of a mark in which you have a valid and registered trademark or service mark, or (ii) a copyright claim for material in which you have a right bona fide copyright, please refer to GoDaddy's Copyright or Trademark Infringement Policy referenced above and available [here](#) .

16. LINKS TO THIRD PARTY WEBSITES

This Site and the Services found therein may contain links to third-party websites that are not owned or controlled by Mimi N Nguyen DDS, Pa. Mimi N Nguyen DDS, PA is not

responsible for the content, terms and conditions, privacy policies, or practices of third-party websites. In addition, we do not censor or edit the content of any third-party websites. By using this Site or the Services found therein, you expressly release Mimi N Nguyen DDS, PA from any and all liability arising from your use of any third party website. Accordingly, Mimi N Nguyen DDS, PA encourages you to be aware, when you leave this Site or the Services found therein, and review the terms and conditions,

17. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES CONTAINED THEREIN SHALL BE AT YOUR SOLE RISK AND THAT THIS SITE AND THE SERVICES CONTAINED THEREIN ARE PROVIDED "AS IS," "AS ARE AVAILABLE" AND "WITH ALL FAULTS". Mimi N Nguyen DDS, PA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL STATUTORY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PURPOSE IN PARTICULAR AND NON-INFRINGEMENT. Mimi N Nguyen DDS, PA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS OR CONTENT OF THIS SITE, (II) THE ACCURACY,

YOU FURTHER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Mimi N Nguyen DDS, PA, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (INCLUDING, BUT NOT LIMITED TO ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES) AND THIRD ROS SERVICE PROVIDERS SHALL (I) MAKE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND THEREIN AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE AND THE SERVICES FOUND THEREIN.

18. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL Mimi N Nguyen DDS, PA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THIRD PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INC. LUDID ANYTHING MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS OR CONTENT OF THIS SITE, (II) THE ACCURACY,

COMPLETENESS OR CONTENT OF ANY SITE LINKED TO (THROUGH HYPERLINKS, ADVERTISEMENTS OR OTHERWISE) FROM THIS SITE , (III) THE SERVICES FOUND ON THIS SITE OR ANY SITE LINKED TO (THROUGH HYPERLINKS, ADVERTISEMENTS OR OTHERWISE) FROM THIS SITE, (IV) PERSONAL OR PROPERTY DAMAGE OF ANY NATURE THAT ARE,(V) CONDUCT OF THIRD PARTIES OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL, FINANCIAL OR OTHER INFORMATION OR DATA STORED THEREIN, (VII) ANY INTERRUPTION OR TERMINATION OF SERVICES TO OR FROM THIS SITE OR ANY SITE LINKED TO (THROUGH HYPERLINKS, ADVERTISING, OR OTHERWISE) FROM THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS PROGRAMMING, TROJAN HORSE OR THE LIKE, WHICH MAY BE TRANSMITTED TO AND FROM THIS SITE OR ANY OF THE SITES LINKED TO (THROUGH HYPERLINKS, ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY CONTENT OR CONTENT OF A USER THAT IS DEFAMATORY, HARASSING, ABUSIVE,HARMFUL TO MINORS OR ANY PROTECTED KIND, PORNOGRAPHIC, "X-RADED", OBSCENE OR OTHERWISE OBJECTIONABLE OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND THEREIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITY THEORY, REGARDLESS OF WHETHER Mimi N Nguyen DDS, PA IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.TORT OR ANY OTHER LEGAL OR EQUITY THEORY, REGARDLESS OF WHETHER Mimi N Nguyen DDS, PA IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.TORT OR ANY OTHER LEGAL OR EQUITY THEORY, REGARDLESS OF WHETHER Mimi N Nguyen DDS, PA IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

FURTHER, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL Mimi N Nguyen DDS, PA AGGREGATE LIABILITY EXCEED US\$1,000.00. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE AND THE SERVICES FOUND THEREIN.

19. INDEMNITY

You agree to protect, defend, indemnify, and hold harmless Mimi N Nguyen DDS, PA and its officers, directors, employees, agents, and third party service providers, from and against all claims, demands, costs, expenses, losses, debts, and damages of any kind whatsoever. kind and nature (including, but not limited to, reasonable attorneys' fees) imposed upon or incurred by Mimi N Nguyen DDS, PA directly or indirectly arising

out of (i) your use of and access to this Site or the Services found thereon; (ii) your breach of any provision of this Agreement or the policies or agreements incorporated herein; or (iii) your violation of any third party right; including, but not limited to, any intellectual property right or other proprietary right.

20. COMPLIANCE WITH LOCAL LAWS

Mimi N Nguyen DDS, PA makes no representation or warranty that the content available on this Site or the Services found on this Site are appropriate in any country or jurisdiction, and acknowledges that access to this Site or the Services found on this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found therein are responsible for compliance with all local laws, rules and regulations.

21. DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTION AND CLASS ARBITRATION

READ THIS SECTION CAREFULLY. PLEASE FOLLOW THE INSTRUCTIONS BELOW IF YOU DO NOT WISH TO PARTICIPATE IN PROVISIONS THAT REQUIRE YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

(A) *Disputes*. The terms of this section apply to all disputes between you and Mimi N Nguyen DDS, PA, except for disputes governed by the Uniform Domain Name Dispute Resolution Policy which can be found [here](#) . For purposes of this section, “Dispute” shall mean any dispute, claim, or action between you and Mimi N Nguyen DDS, PA arising out of or in connection with Mimi N Nguyen DDS, PA’s services and products, Mimi N Nguyen DDS, PA’s websites, these terms, or any other transaction involving you. to you and, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis and shall be construed to have the broadest meaning permitted by law. YOU AND Mimi N Nguyen DDS, PA AGREE THAT A “DISPUTE” AS DEFINED IN THESE TERMS SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR Mimi N Nguyen DDS, PA REGARDING ISSUES OF (I) TRADE SECRET MISAPPROPRIATION, (II) PATENT INFRINGEMENT, (III)) COPYRIGHT INFRINGEMENT OR MISUSE AND (IV) TRADEMARK INFRINGEMENT OR DILUTION. In addition, notwithstanding anything else in these Terms, you agree that a court, not the arbitrator, may decide whether a claim falls within one of these four exceptions.

(B) *Binding Arbitration*. In addition, you and Mimi N Nguyen DDS, PA agree to: (i) arbitrate all disputes between the parties in accordance with the provisions of these Terms; (ii) these Terms commemorate a transaction in interstate commerce; (iii) The Federal Arbitration Act (9 USC Section 1 et seq.) governs the interpretation and

application of this Section; and (iv) this Section will survive the termination of these Terms. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR REASON FOR APPEAL IS LIMITED. The arbitrator may award you the same damages as a court of proper jurisdiction, pursuant to the Limitation of Liability set forth in Section 19 of this Agreement and may grant declaratory or injunctive relief only in favor of the individual party requesting relief necessary to provide warranted relief for such party's individual claim. Also, in some cases, the costs of arbitration may exceed the costs of litigation, and the right of discovery may be more limited in arbitration than in court. The arbitrator's decision will be final and enforceable by any court with jurisdiction over the parties. arbitration costs may exceed litigation costs and the right of discovery may be more limited in arbitration than in court. The arbitrator's decision will be final and enforceable by any court with jurisdiction over the parties. arbitration costs may exceed litigation costs and the right of discovery may be more limited in arbitration than in court. The arbitrator's decision will be final and enforceable by any court with jurisdiction over the parties.

(C) *Small Claims Court.* Notwithstanding the foregoing, you may bring an individual action in your state or municipal small claims court if the action is within that court's jurisdiction and is pending only in that court.

(D) *Notice of Dispute.* In the event of a Dispute, either you or Mimi N Nguyen DDS, PA must first send the other party notice of the Dispute that includes a written statement stating the name, address, and contact information of the giving party, the facts giving rise to the Dispute and the action requested (the "Notice of Dispute"). Notice of Dispute to Mimi N Nguyen DDS, PA must be sent to: Mimi N Nguyen DDS, PA , 5832 Hubbard Drive, Rockville, Maryland 20852. The Notice of Dispute addressed to you will be sent by certified mail to the most recent address we have on file or in our records. If Mimi N Nguyen DDS, PA and you do not reach an agreement to resolve the Dispute within sixty (60) days of receipt of the Dispute Notice, either you or Mimi N Nguyen DDS, PA may initiate an arbitration proceeding in accordance with this Section. After sending and receiving the Notice of Dispute, we each agree to act in good faith to try to resolve the Dispute before initiating arbitration.

(E) *WAIVER OF CLASS ACTION AND CLASS ARBITRATION.* YOU AND Mimi N Nguyen DDS, PA AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING, WITHOUT LIMITATION, FEDERAL OR STATE CLASS ACTION OR CLASS ARBITRATIONS. NEITHER YOU NOR Mimi N Nguyen DDS, PA SHALL INTEND ANY DISPUTE TO BE ADDRESSED AS A CLASS ACTION, PRIVATE

LAWYER GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTED OR PROPOSED TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING SHALL BE COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL ARBITRATION OR PROCEEDINGS AFFECTED.

(F) *Arbitration Procedure.* If a party elects to initiate arbitration, the arbitration will be administered by the American Arbitration Association (“AAA”) and governed by the AAA Consumer Arbitration Rules (“AAA Rules”) together with the rules set forth in these Terms, except that AAA may not administer a multiple claim or class arbitration, as the parties agree that the arbitration shall be limited to the resolution of individual claims. The AAA Rules are at www.adr.org or you can call 1-800-778-7879. If there is a conflict between the AAA Rules and the rules set forth in these Terms, the rules set forth in these Terms and Conditions will govern. You may, in arbitration, pursue any and all remedies that would otherwise be available to you under federal, state, or local law, as set forth in the Limitation of Liability set forth in Section 19 of this Agreement. All disputes will be resolved by a single, neutral arbitrator, and both parties will have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator will be bound by these Terms. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable. The arbitrator will also have exclusive authority to rule on the arbitrator's own jurisdiction, including any objection to the existence, scope, or validity of the arbitration agreement or to the arbitration of any claim or counterclaim. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (i) trade secret misappropriation, (ii) patent infringement, (iii) infringement or misuse of copyright, or (iv) trademark infringement or dilution, both of which are excluded from the definition of “Disputes” as stated above. The arbitrator has the power to award any relief available in court at law or in equity. The arbitrator's decision will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to participate in arbitration hearings by telephone. Arbitration hearings not conducted by telephone will be held at a location reasonably accessible from your principal residence (or principal place of business if you are a small business), or in Montgomery County, Maryland.

(G) *Initiation of arbitration proceedings.* If you or Mimi N Nguyen DDS, PA choose to arbitrate a dispute, we agree to the following procedure:

Yo. Write a Demand for Arbitration. The claim must include a description of the dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.adr.org (“Demand for Arbitration: Consumer Arbitration Rules”).

ii. Send a copy of the Demand for Arbitration to the AAA by mail to: American Arbitration Association Case Filing Services 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.

iii. Send a copy of the Demand for Arbitration to the other party at the same address that the Notice of Dispute is sent, or as agreed by the parties.

(H) *Hearing Format*. In all hearing formats, the arbitrator will issue a written decision that explains the essential findings and conclusions on which his award is based, if any.

During the arbitration, the amount of any proposed settlement offer by Mimi N Nguyen DDS, PA or you will not be disclosed to the arbitrator until the arbitrator determines the amount, if any, to which you or Mimi N Nguyen DDS, PA are entitled. The discovery or sharing of non-privileged information relevant to the dispute is permitted during arbitration.

(I) *Arbitration Fees and Payments*.

i. Disputes involving \$10,000.00 or less. Mimi N Nguyen DDS, PA will promptly refund your filing fees and pay the AAA and arbitrator's fees and expenses. If you reject Mimi N Nguyen DDS, PA's last written offer proposed before an arbitrator was appointed (“Mimi N Nguyen DDS, PA's last written offer”), your dispute goes to an arbitrator's decision (called an “award”) and the arbitrator awards you more than Mimi N Nguyen DDS, PA's last written offer, Mimi N Nguyen DDS, PA will: (i) pay the greater of the judgment amount or \$1,000.00; (ii) pay the reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues in investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of the fees.

ii. Disputes involving more than \$75,000.00. The AAA rules will govern the payment of representation fees and the fees and expenses of the AAA and the arbitrator.

iii. Disputes involving any amount. In any arbitration you initiate, Mimi N Nguyen DDS, PA will request its AAA or arbitrator's fees and expenses, or its representation fees, which it will reimburse, only if the arbitrator finds the arbitration unfounded or for an improper purpose. In any arbitration initiated by Mimi N Nguyen DDS, PA, we will pay all of the AAA's and arbitrator's fees and expenses.

(J) *Claims or disputes must be filed within one year*. To the extent permitted by law, any claim or dispute to which this Section applies must be brought within one year in small claims or arbitration. The one-year period begins after the claim or Notice of Dispute is filed. If it is not filed within one year, the claim or dispute will be permanently barred.

(K) *30-day period to unsubscribe.* IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION IN THIS DISPUTE SECTION, YOU MUST NOTIFY US BY EMAIL AT Braces@drmimiortho.com WITHIN 30 DAYS OF THE DATE YOU AGREE TO THESE TERMS (EXCEPT AS APPLICABLE LAW REQUIRES A LONGER PERIOD). In the email, you must provide your (a) first name, (b) last name, (c) address, (d) phone number, and (e) account number(s) and indicate the following: "I want to withdraw from the arbitration provision in Mimi N Nguyen DDS, PA's Universal Terms of Service Agreement." By providing your information in the method above, you are opting in to the arbitration agreement contained in Mimi N Nguyen DDS, PA's Universal Terms of Service. Your opt-out request will only be valid if it is made within thirty (30) days of first agreeing to the Universal Terms of Service. In the event you unsubscribe using the procedure set forth above, all other terms herein will continue to apply.

(L) *Amendments to this section.* Notwithstanding anything to the contrary in these Terms, you and Mimi N Nguyen DDS, PA agree that if Mimi N Nguyen DDS, PA makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change in our address) to these Terms, we will notify you immediately and you will have thirty (30) days from the date of notification to opt out of any changes. If you choose not to accept any future amendment, you agree that you will arbitrate any dispute between us in accordance with the language of this Section as set forth in these current terms, without any then-existing proposed amendments. If you do not opt-out of any future amendments, you will be deemed to have consented to such future amendments.

(M) *Divisibility.* If any provision of this Section is found to be unenforceable, that provision shall be severed and the remainder of these Terms shall remain in full force and effect. The foregoing shall not apply to the prohibition of class or representative actions; if the prohibition on class or representative actions is held unenforceable, this entire Section shall be null and void. The terms of this Section will survive any termination of these Terms.

(N) *Exclusive place for other controversies.* You and Mimi N Nguyen DDS, PA agree that any dispute excluded from the dispute resolution procedure and class action waiver provisions in this Section (other than an individual action filed in small claims court) shall be brought only in the Superior Court of Montgomery County, Maryland, or the United States District Court for the District of Maryland, and each party hereto irrevocably and unconditionally consents to, and submits to, the exclusive jurisdiction of such courts in any dispute. You also agree to waive the right to trial by jury in any action or proceeding.

22. UNCLAIMED PROPERTY; INACTIVITY CHARGES

Please note that if a customer has an outstanding account balance (a positive credit balance) for three (3) years or more for any reason and (i) Mimi N Nguyen DDS, PA is unable to issue payment to such customer or (ii) Mimi N Nguyen DDS, PA issued the payment to that customer in the form of a check, but the check was never cashed, then Mimi N Nguyen DDS, PA is required to turn such account balance over to the state of Maryland in accordance with state law. You acknowledge and agree that in either (i) or (ii) above, Mimi N Nguyen DDS, PA may withhold a latent charge in an amount equal to the greater of \$25.00 or the total outstanding account balance or credit associated with such customer.

23. SUCCESSORS AND ASSIGNS

This Agreement will be binding on the parties hereto and will insure to the benefit of them and their respective heirs, successors and assigns.

24. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer benefits or rights on any third party.

25. TITLES AND HEADINGS; INDEPENDENT AGREEMENTS; DIVISIBILITY

The titles and headings of this Agreement are included for convenience and ease of reference only, and should not be used in any way to understand or interpret the Agreement of the parties in a manner contrary to what is stated herein. Each covenant and agreement in this Agreement shall be construed for all purposes as an independent and separate covenant or agreement. If any provision (or part of a provision) of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or part of a provision) of this Agreement shall not apply. will be affected and must be considered as valid and enforceable in accordance with the provisions of the law.

CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or postal mail at the following addresses:

Mimi N Nguyen, DDS, PA
5832 Hubbard Drive

Rockville, MD 20852
Braces@DrMimiOrtho.com