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Indemnification

You agree to indemnify, defend, and hold harmless First Choice Family Dental PLLC and its suppliers and vendors from any liability, loss, claim, and expense (including reasonable attorneys' fees) related to your violation of this agreement or use of this site in any manner. Your use of this site shall constitute your acceptance of the terms of this Agreement, as revised and modified, if any, each and every time you access this site. First Choice Family Dental PLLC may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement.

Miscellaneous

First Choice Family Dental PLLC failure to insist upon strict enforcement of any provision(s) of this agreement shall not be construed as a waiver of any provision or right. This agreement and the resolution of any dispute related to this agreement or this site shall be governed by and construed in accordance with the laws of the State of TX, without giving effect to any principles or conflicts of law. Any legal action or proceeding between First Choice Family Dental PLLC or its links, suppliers or vendors and you related to this agreement or this site shall be brought exclusively in a state or federal court of competent jurisdiction sitting in the County of Harris, TX.

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Personally Identifiable Information

First Choice Family Dental PLLC Privacy Policy is to allow our users to anonymously access the information on First Choice Family Dental PLLC properties. First Choice Family Dental PLLC does not collect, sell, or provide any personally identifiable information regarding you or other users, unless you voluntarily provide that information to us for that purpose. In this Section we have set out: (1) the general categories of personal data that we may process; (2) the purposes for which we may process personal data; and (3) the legal bases of the processing.

- We may process [data about your use of our website and services] ("usage data"). The usage data may include [your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use]. The source of the usage data is [our analytics tracking system]. This usage data may be processed [for the purposes of analyzing the use of the website and services]. The legal basis for this processing is [consent] OR [our legitimate interests, namely [monitoring and improving our website and services]].
- We may process [your account data] ("account data"). [The account data may [include your name and email address].] [The source of the account data is [you or your employer].] The account data may be processed [for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you.] The legal basis for this processing is [consent] OR [our legitimate interests, namely [the proper administration of

our website and business]] OR [the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract].

- We may process [your information included in your personal profile on our website] (“profile data”). [The profile data may include [your name, address, telephone number, email address, profile pictures, gender, date of birth, relationship status, interests and hobbies, educational details and employment details].] The profile data may be processed for [the purposes of enabling and monitoring your use of our website and services]. The legal basis for this processing is [consent] OR [our legitimate interests, namely [the proper administration of our website and business]] OR [the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract].
- We may process [your personal data that are provided in the course of the use of our services] (“service data”). [The service data may include *specify data*.] [The source of the service data is you or your employer]. The service data may be processed [for the purposes of operating our website, providing our services, ensuring the security of our website and services, maintaining back-ups of our databases and communicating with you]. The legal basis for this processing is [consent] OR [our legitimate interests, namely [the proper administration of our website and business]] OR [the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract].
- We may process [information that you post for publication on our website or through our services] (“publication data”). The publication data may be processed [for the purposes of enabling such publication and administering our website and services]. The legal basis for this processing is [consent] OR [our legitimate interests, namely [the proper administration of our website and business]] OR [the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract].
- We may process [information contained in any inquiry you submit to us regarding goods and/or services] (“inquiry data”). The inquiry data may be processed [for the purposes of offering, marketing and selling relevant goods and/or services to you]. The legal basis for this processing is [consent].
- We may process [information relating to our customer relationships, including customer contact information] (“customer relationship data”). [The customer relationship data may include [your name, your employer, your job title or role, your contact details, and information contained in communications between us and you or your employer].] [The source of the customer relationship data is [you or your employer].] The customer relationship data may be processed [for the purposes of managing our relationships with customers, communicating with customers, keeping records of those communications and promoting our products and services to customers]. The legal basis for this processing is [consent] OR [our legitimate interests, namely [the proper management of our customer relationships]].
- We may process [information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters] (“notification data”). The notification data may be processed [for the purposes of sending you the relevant notifications and/or newsletters]. The legal basis for this processing is [consent] OR [the performance of a contract between you and us and/or taking steps, at your request, to enter into such a contract].
- We may process [information contained in or relating to any communication that you send to us] (“correspondence data”). The correspondence data may include [the communication content and metadata associated with the communication]. [Our website will generate the metadata associated with communications made using the website contact forms.] The correspondence data may be processed [for the purposes of communicating with you and record-keeping]. The legal basis for this processing is [our legitimate interests, namely [the proper administration of our website and business and communications with users]].
- Please do not supply any other person’s personal data to us, unless we prompt you to do so.
- Financial transactions relating to [our website and services] [are] OR [may be] handled by our payment services providers. We will share transaction data with our payment services providers only to the extent

necessary for the purposes of [processing your payments, refunding such payments and dealing with complaints and queries relating to such payments and refunds].

Retention and Deletion of Personal Data This section sets out our data retention policies and procedure, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data. Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes. We will retain your personal data as follows:

- [personal data category or categories] will be retained for a minimum period of [26 months].

Reset on new activity:

- The retention period for a specific user will reset with each new event from that user (thus setting the expiration date to current time plus retention period). For example, if data retention is set to 26 months but a user initiates a new session every month, then that user's identifier is refreshed every month and never reaches the 26-month expiry. If the user doesn't initiate a new session before the retention period expires, then that user's data is deleted.
- Notwithstanding the other provisions of this Section, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

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- [authentication – we use cookies [to identify you when you visit our website and as you navigate our website]
- [security – we use cookies [as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect our website and services generally]
- [analysis – we use cookies [to help us to analyze the use and performance of our website and services]
- [cookie consent – we use cookies [to store your preferences in relation to the use of cookies more generally]

Cookies used by our service providers: Our service providers use cookies and those cookies may be stored on your computer when you visit our website. We use Google Analytics to analyze the use of our website. Google Analytics gathers information about website use by means of cookies. The information gathered relating to our website is used to create reports about the use of our website. Google's privacy policy is available at: <https://www.google.com/policies/privacy/>. Most browsers allow you to refuse to accept cookies and to delete cookies. The methods for doing so vary from browser to browser, and from version to version. You can however obtain up-to-date information about blocking and deleting cookies via these links:

- (a) <https://support.google.com/chrome/answer/95647?hl=en> (Chrome);
- (b) <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences> (Firefox);
- (c) <http://www.opera.com/help/tutorials/security/cookies/> (Opera);
- (d) <https://support.microsoft.com/en-gb/help/17442/windows-internet-explorer-delete-manage-cookies> (Internet Explorer);
- (e) <https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac> (Safari);
- and (f) <https://privacy.microsoft.com/en-us/windows-10-microsoft-edge-and-privacy> (Edge). Blocking all cookies will have a negative impact upon the usability of many websites. If you block cookies, you will not be able to use all the features on our website.

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Updates to Terms

First Choice Family Dental PLLC reserves the right to modify or amend its Terms of Use at any time, and from time to time. Any changes to the policy will be posted on this site.

Governing Law

These Terms and Conditions shall be construed, interpreted and performed exclusively according to the, excluding conflict of law rules, of the State of TX, United States of America. Any legal action with respect to any transaction must be commenced within one year after the cause of action has arisen.

Questions

Should you have any questions or concerns regarding First Choice Family Dental PLLC Terms of Use, please contact us at fcfdental@yahoo.com

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