Website Customer Service Terms of Use

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Use of this Site

By accepting these Terms of Use through your use of the Site, you certify that you are eighteen (18) years of age or older. If you are under eighteen (18), you may use the Site only with involvement of a parent or guardian. North Cumming Dentistry reserves the right to refuse service, remove or edit content in their sole discretion.

All content or materials on this Site, including, but not limited to, images, text, illustrations, designs, icons, photographs, graphics, logos, programs, music clips or downloads, video clips, audio clips, data, software, and all other materials that are part of this Site (collectively, the "Contents") is owned or licensed by North Cumming Dentistry or its affiliates. North Cumming Dentistry grants to you a limited license to access and make use of the Site and its Contents. You may download, order, or copy the Contents and other downloadable materials displayed on the Site for your personal, noncommercial use only and only in any manner permitted in the normal use and operation of the Site. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading, ordering or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents,

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Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. North Cumming Dentistry will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from North Cumming Dentistry on this Site and other than generally available third party web browsers (e.g., Firefox, Internet Explorer, Chrome, Safari).

You may not misrepresent your identity or impersonate any other person or entity.

Content Information

You understand that by using this Site or any services provided on the Site, you may encounter content that may be deemed by some to be offensive, indecent, or objectionable, which content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that North Cumming Dentistry, and its affiliates shall have no liability to you for content that may be deemed offensive, indecent, or objectionable.

You agree that any content you may generate or add to or through the Site shall: be true and accurate; will comply with all applicable laws or regulations; not be submitted for any unlawful purpose; not violate the rights of any third party; not cause injury to any person or entity; not contain any profane or obscene content; not contain or be any form of malware, "spam", or commercial solicitation; and, be in conformity with the Terms & Conditions contained herein. You will solely be responsible for any user generated content and North Cumming Dentistry assumes no liability for any content submitted by you.

Unlawful or Prohibited Uses of Site

Your use of this Site must comply with any and all applicable laws and shall not be for any unlawful purpose. You agree that your use or access of this Site shall be in accordance with the limited license granted to you in these Terms & Conditions. You warrant to North Cumming Dentistry that you shall not use this Site for any purpose that is unlawful or prohibited by these Terms & Conditions. You hereby agree to indemnify North Cumming Dentistry for any liability which may ensue as a consequence of your unlawful or prohibited use of this Site. The following are examples of prohibited or unlawful use of the Site or its contents: use or attempted commercial use of the Site or any content on the Site; conducting

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User Reviews, Feedback, Submissions

For all reviews, comments, feedback, postcards, suggestions, ideas, forum posts, and other submissions disclosed, submitted or offered to North Cumming Dentistry on or through this Site, by e-mail, social media, telephone, or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") you grant North Cumming Dentistry a royalty-free, irrevocable, transferable right and license to use the Comments however North Cumming Dentistry . desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such Comments and/or incorporate such Comments into any form, medium or technology throughout the world.

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North Cumming Dentistry does not regularly review posted Comments but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Site. You grant North Cumming Dentistry the right to use the name that you submit in connection with any Comments. You agree not to use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make, and you agree to indemnify North Cumming Dentistry and its affiliates for all claims resulting from any Comments you submit. North Cumming Dentistry and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

Indemnification

You agree to defend, indemnify and hold harmless North Cumming Dentistry. and its affiliates, employees, directors, officers, agents, vendors and suppliers from and against any and all claims, damages, liabilities, losses, investigations, costs and expenses, including attorneys' fees, arising from or related to your use of this Site or any breach by you of this Agreement, including the Terms & Conditions and any user content submitted by you. North Cumming Dentistry reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with North Cumming Dentistry if and as requested in the defense and settlement of such matter.

Digital Millennium Copyright Act Notice

Procedure for Making and Responding to Claims of Copyright Infringement:

It is the policy of North Cumming Dentistry to respond to claims of copyright infringement. We will promptly process and investigate notices of alleged infringement by third parties and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the "DMCA"), where applicable.

Pursuant to the DMCA, notifications of claimed copyright infringement by third parties should be sent to North Cumming Dentistry Designated Agent. If you believe that your copyrighted work has been infringed under U.S. copyright law and is accessible on this Site, please notify us by contacting our Designated Agent. Even if you believe that the alleged infringing work was not posted by a third party, please send all notifications of claimed copyright infringement to North Cumming Dentistry's Designated Agent listed below.

To be effective under the DMCA, notification of claims of copyright infringement by third parties must be a written communication to North Cumming Dentistry Designated Agent that includes the following:

- 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit North Cumming Dentistry to locate the material;
- 4. Information reasonably sufficient to permit North Cumming Dentistry to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- 5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

North Cumming Dentistry's Designated Agent for notice of claims of copyright infringement can be reached as follows:

By e-mail: northcumming@gmail.com

This contact information is only for reporting claims of copyright infringement. Contact information for other matters is provided elsewhere on this Site.

Upon receipt of a valid notification of alleged copyright infringement by a third party, North Cumming Dentistry shall remove or disable access to the material identified in the notice, forward the written notification to the alleged infringer, and take reasonable efforts to notify the alleged infringer that it has removed or disabled access to this material.

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer or by North Cumming Dentistry, if injured by relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

If a notice of copyright infringement has been filed against you, you may file a counter notification with the Designated Agent at the address listed above.

To be effective, a counter notification must be a written communication provided to North Cumming Dentistry's Designated Agent that includes the following:

- 1. A physical or electronic signature;
- 2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- 3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- 4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located and that you will accept service of process from the complainant who provided the original notification or an agent of such person or entity.

If North Cumming Dentistry receives a valid counter notification, it shall provide the complainant with a copy of the counter notification, inform the complainant that it will replace the removed material or cease disabling access to it in 10 to 14 days from receipt of the counter notification, and replace the removed material or cease disabling access to it in 10 to 14 business days, provided that North Cumming Dentistry has not received notice from the complainant that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on North Cumming Dentistry's system.

You should be aware that the DMCA provides substantial penalties for a false counter notice filed in response to a notice of copyright infringement. Claimants who make misrepresentations in the counter notification statement may be liable for any damages, including costs and attorneys' fees, incurred by any copyright owner or copyright owner's authorized licensee, or by North Cumming Dentistry, if injured by relying upon such misrepresentation in replacing the removed material or ceasing to disable access to it.

Termination

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Disclaimer

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This Agreement represents the complete understanding between you and North Cumming Dentistry and supersedes all prior agreements and representations between the parties, you agree that North Cumming Dentistry may at any time and without notice change the terms, conditions and notices under which this Site is offered. Your continued use of this Site shall be construed as an acceptance of any changes to the terms, conditions and notices under which this Site is offered.

You agree that no joint venture, partnership, employment or agency relationship exists between you and North Cumming Dentistry as a result of this Agreement or your use of this Site. You may not transfer or assign any rights or obligations under this Agreement. North Cumming Dentistry may transfer or assign its rights and obligations under this Agreement.

Statute of Limitations

You hereby agree that you shall provide North Cumming Dentistry at least thirty (30) days' notice of any harm you allege to have suffered as a consequence of using this Site. Before seeking legal recourse for such alleged harm, you agree to give North Cumming Dentistry at least thirty (30) days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action. You acknowledge and agree that this one-year period operates as a statute of limitations for all claims.

Healthcare Information

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Links

This Site may contain links to other websites for information that North Cumming Dentistry believes may be useful or interesting to you. North Cumming Dentistry does not endorse and is not responsible for the content contained on these other websites. North Cumming Dentistry makes no representations as to the accuracy of the content on the linked website. You acknowledge and agree that you shall be solely responsible for any interactions which you may have with these linked websites. You are encouraged to verify the information contained therein and review the linked websites terms of use and privacy policies.

Limitation of Liability

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From time to time the Site may contain articles or other information from third parties that we feel may be of interest to you. While we attempt to provide information that is accurate, we do not represent that all information contained in such articles or obtained from third parties is correct and the publishing of third-party articles shall not in any event be deemed an endorsement by North Cumming Dentistry of the material contained therein. The opinions contained in any such article are not necessarily the opinion of North Cumming Dentistry.

Correction of Errors and Inaccuracies

The information on the Site may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). We apologize for any inconvenience this may cause you.

Parental Controls

You are hereby provided notice that parental control protections (filtering services, software, and computer hardware) are commercially available and may assist you in limited access to certain materials that may be harmful to minors. North Cumming Dentistry does not endorse or recommend any specific product or service, however a list of select providers of such products is available at https://en.wikipedia.org/wiki/Comparison of content-control software and providers.

Notices and Electronic Communications

All notices for North Cumming Dentistry, unless explicated stated otherwise, shall be sent by U.S. Mail, postage prepaid, certified mail, return receipt requested to North Cumming Dentistry, Attn: Notices, 2376 Bethelview Road, Cumming, GA 30040. Should North Cumming Dentistry need to send you any notice, you hereby consent to receive any notices or other communications through a general post on the Site, sending an email to the email address you listed in your profile for your account, or, where applicable, mailing a notice to you at your address as provided in your account. Should any notices be required to be sent to you in writing, you hereby agree that all agreements, notices, disclosures and other communications North Cumming Dentistry provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. Any notice sent in accordance with this provision shall be deemed given (i) 24 hours after the notice is posted on the Site or an electronic message is sent, unless the sending party is notified that the message did not reach the recipient, or (ii) in the case of mailing, three days after the date of mailing. You agree that a printed version of this Agreement, including the Terms & Conditions and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or Terms & Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notice for California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an email to northcumming@gmail.com. You may also contact us by writing to North Cumming Dentistry Attn: Notices, 2376 Bethelview Road, Cumming, GA 30040 or by calling us at 470-253-7349. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Contact Us

If you have any questions, comments or concerns regarding North Cumming Dentistry or your use of the Site, please contact us directly as provided herein with a detailed description. North Cumming Dentistry values its customers and the visitors to this site.

Address: 2376 Bethelview Road, Cumming, GA 30040.

Telephone: 470-253-7349

Email: northcumming@gmail.com

Changes to the Terms of Use

The Effective Date of this Agreement and the Terms & Conditions contained herein is October 16, 2020. This Agreement was last updated on October 16, 2020. Please check back periodically for changes to our Terms of Use.