Terms of Use

These Terms of Use (these "Terms") govern the use of this website (this "Website") offered by Mark McDonough DMD Orthodontist ("Company," "we", "us", or "our").

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. By using this Website, you agree to these Terms. If you object to anything in these Terms, please do not use this Website.

We reserve the right to modify and update these Terms at any time. Your continued use of this Website after such update will constitute your acceptance of the updated version of these Terms.

1. **Intellectual Property Rights**

   1.1 **Proprietary Material.** All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively, "Proprietary Material") that you see or read on this Website is owned by us or licensed to us by our service providers and other third-party licensors (collectively, our "Service Providers"). Proprietary Material is protected by the copyright laws in the United States and in foreign countries. You may not copy, reproduce, store, transmit, distribute, download, post, broadcast, make available to the public, create derivative works from, or amend Proprietary Material without our and/or our Service Providers' express consent.

   1.2 **Marks.** The trademarks, logos, and service marks (collectively, "Marks") displayed on this Website is owned by us or licensed to us by our Service Providers. You may not use the Marks without our and/or our Service Providers' express consent.

2. **Our Content**

The content provided on this Website is for information purposes only and is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Your access to, use of, and reliance on any content accessed through this Website is solely at your own risk.

3. **User Content**

   3.1 **User Content.** We do not control, are not responsible for, and make no representations or warranties with respect to any user content. Your access to, use of, and reliance on any user

content is solely at your own risk. You are solely responsible for any content that you submit to or transmit through this Website.

3.2 **Prohibited Content.** Content prohibited from this Website includes but is not limited to:

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b. content that is offensive, including, but not limited to, court ordered defamatory statements, threatening, hateful or pornographic content;
c. content that is false, fraudulent, or misleading;
d. content that is malicious, including, but not limited to, malware or spyware;
e. content that offers, promotes, advertises, or provides links to posting or auto-posting products or services, account creation or auto-creation products or services, flagging or auto-flagging products or services;
f. content that offers, promotes, advertises, or provides links to unsolicited products or services; and
g. content that you do not own or have the rights to use.

3.3 **License.** You grant and assign to us and, where applicable, to our Service Providers, and you represent and warrant that you have the right to grant and assign to us and our Service Providers, a perpetual, irrevocable, unlimited, fully paid, fully sub-licensable (through multiple tiers), worldwide license to copy, perform, display, distribute, prepare derivative works from (including, without limitation, incorporating into other works), and otherwise use any content that you submit to or transmit through this Website. You also expressly grant and assign to us and our Service Providers all rights and causes of action to prohibit and enforce against any unauthorized copying, performance, display, distribution, use or exploitation of, or creation of derivative works from, any content that you submit to or transmit through this Website.

4. **Linked Websites and Services**

This Website may link to other websites or services operated by third parties and may carry advertisements, content, functionality, promotions, or applications developed and maintained by third parties. We may also provide social media features on this Website that enable you to share personal information with your social network(s). We do not exercise control over, and are not responsible for such third-party websites and services. Linking to a third-party website or service, or providing a feature developed and maintain by a third party, is not an endorsement, authorization, or representation of our affiliation with such third party. Use of such third-party website and service is entirely at your own risk and will be governed by the terms and conditions of use of such third-party website or service.

5. **Privacy**

Use of this Website is also governed by our Privacy Policy linked at the bottom of this Website and incorporated into these Terms by this reference.

6. **Disclaimer of Warranties**

YOUR ACCESS TO, USE OF, AND RELIANCE ON THIS WEBSITE AND ANY CONTENT PROVIDED ON OR ACCESSED THROUGH THIS WEBSITE ARE ENTIRELY AT YOUR OWN RISK. THIS WEBSITE AND ANY CONTENT PROVIDED ON OR ACCESSED THROUGH THIS WEBSITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED. THESE DISCLAIMERS WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Some jurisdictions do not allow disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers as to implied warranties may not apply.

7. **Indemnification**

You agree to indemnify and hold us and our Service Providers harmless from and against any third-party claim, cause of action, demand, or damages related to or arising out of: (a) content that you submit to or transmit through this Website; (b) any activity that occurs on your account; (c) your use of or reliance on any content provided on or accessed through this Website; and (d) your violation of these Terms. This indemnification obligation includes payment of any attorneys' fees and costs incurred by us or our Service Providers. We, and our Service Providers, reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with our defense of such matter.

8. **Limitation of Liability**

IN NO EVENT SHALL WE, OR OUR SERVICE PROVIDERS, BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM YOUR USE OR YOUR INABILITY TO USE THIS WEBSITE OR THE CONTENT PROVIDED ON OR ACCESSED THROUGH THIS WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE, OR OUR SERVICE PROVIDERS, WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR, AND WHERE APPLICABLE, OUR SERVICE PROVIDERS,' AGGREGATE LIABILITY FOR DIRECT DAMAGES RESULTING FROM YOUR USE OF THIS WEBSITE AND THE CONTENT ON THIS WEBSITE SHALL NOT EXCEED $500.

9. **General Provisions**

Failure by us, or our Service Providers, to enforce any provision of these Terms will not be construed as a waiver of such provision or of our right to enforce each and every provision hereof. These Terms, and all other aspects of use of this Website, will be governed by and construed in accordance with the laws of the state of the defending party, without regard to its conflict of laws rules. Any controversy or claim arising from these Terms, will be exclusively brought in the federal, state, or local courts located in the city and state of the defending party; and, with regard to such claims and disputes, you hereby irrevocably (a) submit to the exercise of personal jurisdiction by these courts, and (b) waive any jurisdictional, venue, or inconvenient forum objections to such courts. These Terms and any additional terms referenced herein constitute the entire agreement between us and you with respect to this Website. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible. These Terms inure to the benefit of our successors and assigns and our Service Providers' successors and assigns. No independent contractor, partnership, joint venture, employer-employee, or franchisor-franchisee relationship is intended or created by these Terms.