

The Delta Dentist, PC

Terms and Conditions

TheDeltaDentist.com ("TheDeltaDentist") provides the TheDeltaDentist Web site including the TheDeltaDentist Home Page and other TheDeltaDentist content (collectively, the "TheDeltaDentist Site") subject to your compliance with the terms and conditions below. PLEASE READ THIS BEFORE ACCESSING THE TheDeltaDentist SITE. BY ACCESSING THE TheDeltaDentist SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE TheDeltaDentist SITE.

Service: TheDeltaDentist.com (the Service) is a portal to provide users with dental information. You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis. TheDeltaDentist.com disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. TheDeltaDentist.com also reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

Ability to Accept Terms of Use: You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as TheDeltaDentist.com is not intended for children under 13.

Use: The Service is made available to you for your personal use only. You are responsible for maintaining the confidentiality of your Service password and account, and are responsible for all activities that occur under your account. TheDeltaDentist.com reserves the right to refuse or terminate service to anyone at any time without notice for any reason. You agree that you are responsible for your own communications and for any consequences thereof. Your use of the Service is subject to your acceptance of and compliance with the Agreement and any other policies or guidelines set forth by TheDeltaDentist.com. You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not, shall not agree to, and shall not authorize or encourage any third party to: (i) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by TheDeltaDentist.com;

(ii) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (iii) prevent others from using the Service; (iv) use the Service for any fraudulent or inappropriate purpose; or (v) act in any way that violates the Agreement, as may be revised from time to time. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences. TheDeltaDentist.com reserves the right, but shall have no obligation, to investigate your use of the Service in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.

Submission of Content: TheDeltaDentist.com allows registered users to submit content, including but not limited to, file uploads, listings, articles or news submissions, ratings and comments. 5.1 With the exception of file uploads, when contributing content to TheDeltaDentist.com, a) you consent that you are the original creator of the content and have all legal, moral, and other rights that may be necessary to grant us with the license set forth in this Agreement; b) you agree to grant to us worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, and technology known or later developed; c) you acknowledge and agree that we shall have the right (but not obligation), in our sole discretion, to refuse to publish or to remove or block access to any Content you provide at any time and for any reason, with or without notice. 5.2 For file uploads, you acknowledge you are either the creator and owner of the file(s) you are uploading and grant the same rights to us as in section 5.1, or you have confirmed that the file(s) you are uploading have explicit licenses that allow free redistribution.

Content of the Service: TheDeltaDentist.com takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does TheDeltaDentist.com have any obligation to monitor such third party content. TheDeltaDentist.com reserves the right at all times to remove or refuse to distribute any content on the Service, such as content that violates the terms of this Agreement. TheDeltaDentist.com also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), (d) respond to user support requests, or (e) protect the rights, property or safety of TheDeltaDentist.com, its users and the public. TheDeltaDentist.com will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

Ads: As a condition to using the Service, you agree and understand that TheDeltaDentist.com will display ads and other information adjacent to and related to the content it services. These include, but are not limited to, sponsored ads, Google AdSense Ads, as well as ads from other ad providers.

Indemnification: You agree to hold harmless and indemnify TheDeltaDentist.com, and its subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, TheDeltaDentist.com will provide you with written notice of such claim, suit or action.

Copyright: All files hosted on TheDeltaDentist.com are under the copyright of the original author. You must contact the original author if you wish to use a file in a way that is prohibited by the file license. All other content on this website, including but not limited to graphic files, code, news, articles, tutorials, reviews and forum postings are property of the original authors. No portion of the content material on this web site may be copied, reproduced, or reused without the express written permission of the original author. Where the original author is not explicitly indicated, the copyright belongs to TheDeltaDentist.com, and is licensed under the Creative Commons Attribution-Noncommercial 3.0 license.

Notification of Copyright Infringement: Our policy is to comply with all intellectual property laws and to act expeditiously upon receiving any notice of claimed infringement. If you believe that your work has been reproduced on this website in a manner that constitutes copyright infringement, please provide a notice of copyright infringement containing all of the following information: 1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner for the purposes of the complaint. 2. Identification of the copyrighted work claimed to have been infringed. 3. Identification of the material on our website that is claimed to be infringing or to be the subject of infringing activity. 4. The address, telephone number or e-mail address of the complaining party. 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. 6. A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

Rules

While visiting the TheDeltaDentist Site, you may also not: post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a

criminal offense or give rise to civil liability, or otherwise use the TheDeltaDentist Site in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the TheDeltaDentist Site or the Internet; post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component; upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the TheDeltaDentist Site which is protected by copyright, or other intellectual property right, or derivative works with respect hereto, without obtaining permission of the copyright owner or right holder.

Monitoring

TheDeltaDentist has no obligation to monitor the TheDeltaDentist Site. However, you agree that TheDeltaDentist has the right to monitor the TheDeltaDentist Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the TheDeltaDentist Site properly, or to protect itself or its subscribers. TheDeltaDentist will not intentionally monitor or disclose any private electronic-mail message unless required by law. TheDeltaDentist reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

Privacy

TheDeltaDentist cannot ensure or guarantee privacy for TheDeltaDentist users. It is therefore recommended that this service not be used for the transmission of confidential information. Any such use shall be at the sole risk of the user, and TheDeltaDentist and its affiliate and related companies shall be relieved of all liability in connection therewith.

Limitation of Liability

TheDeltaDentist takes no responsibility for the accuracy or validity of any claims or statements contained in the documents and related graphics on the TheDeltaDentist Site. Further, TheDeltaDentist makes no representations about the suitability of any of the information contained in software programs, documents and related graphics on the TheDeltaDentist Site for any purpose. All such software programs, documents and related graphics are provided without warranty of any kind. In no event shall TheDeltaDentist be liable for any damages whatsoever, including special, indirect or consequential damages, arising out of or in connection with the use or performance of information available from the service.

Recourse

If you are dissatisfied with the TheDeltaDentist Site or with any terms, conditions, rules, policies, guidelines, or practices of TheDeltaDentist in operating the TheDeltaDentist Site, your sole and exclusive remedy is to discontinue using the TheDeltaDentist Site.

Confidential Information

You authorize TheDeltaDentist to collect from any party and to retain all relevant information relating to your use of the TheDeltaDentist Site, and you hereby authorize any party to provide us with such information. You understand and agree that unless you notify TheDeltaDentist to the contrary by e-mailing us, you further authorize TheDeltaDentist to disclose, on a confidential basis, to any party with whom TheDeltaDentist has business relations all relevant information relating to your dealings with us and the TheDeltaDentist Site.

Indemnity

You agree to defend, indemnify and hold TheDeltaDentist and its affiliate and related companies harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any Violation of this Agreement by you or users of your account, or in connection with the use of the TheDeltaDentist Site or the Internet or the placement or transmission of any message, information, software or other materials on the TheDeltaDentist Site or on the Internet by you or users of your account.

Trademarks

TheDeltaDentist™ and other names, logos and icons identifying TheDeltaDentist and TheDeltaDentist products and services referenced herein are trademarks or registered trademarks of TheDeltaDentist. All other product and/or brand or company names mentioned herein are the trademarks of their respective owners.