

# *The Delta Dentist, PC*

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**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.

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## **Rules**

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

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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.

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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.

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