

Terms and Conditions

Michiel J. Nuveen DMD, MSD, PC
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This web page represents a legal document and is the Terms and Conditions (Agreement) for our website, <https://smilesinc.com> (Website). By using our Website, you agree to fully comply with and be bound by the following Agreement each time you use our Website. Please review the following terms carefully.

Definitions

The terms “us”, “we”, and “our” refer to Michiel J. Nuveen DMD, MSD, PC, the owner of this Website. A “Visitor” is someone who merely browses our Website. A “Member” is someone who has registered with our Website to use our Services. The term “User” is a collective identifier that refers to either a Visitor or a Member. The term “Product” refers to any products we sell or give away.

All text, information, graphics, design, and data offered through our Website or Services, whether produced by our Members or by us, are collectively known as our “Content”. We distinguish content posted by our Members as “Member Content”.

Acceptance of Agreement

This Agreement is between you and Michiel J. Nuveen DMD, MSD, PC.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING, AND/OR BROWSING OUR WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR WEBSITE IMMEDIATELY AND DO NOT USE, ACCESS, AND/OR BROWSE IT FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and Michiel J. Nuveen DMD, MSD, PC and supersedes all other Agreements, representations, warranties, and understandings with respect to our Website, Services, and the subject matter contained herein. However, for you to use our Website and/or Services, you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated.

Privacy Policy

Our Privacy Policy is considered part of this Agreement and is available on this website. You must review our Privacy Policy by clicking on this **link**. If you do not accept and

agree to be bound by all the terms of this Agreement, including the <https://smilesinc.com> Privacy Policy, do not use this Website or our Services.

Arbitration

Any legal controversy or claim arising from or relating to this Agreement and/or our Service, excluding legal action taken by us to collect or recover damages for – or obtain any injunction relating to – website operations, intellectual property, and our Service, will be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration will be conducted in Grand Forks, ND, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in Grand Forks, ND necessary to protect our or your rights or property pending the completion of arbitration. Each party will bear half the arbitration fees and costs.

Choice of Law and Jurisdiction

This Agreement will be treated as if it were executed and performed in Grand Forks, ND, and will be governed by and construed in accordance with the laws of the state of ND without regard to conflict of law provisions. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website or Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Limited License

Michiel J. Nuveen DMD, MSD, PC grants you a nonexclusive, nontransferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement. Your use of our Website and Services is solely for internal, personal, noncommercial purposes unless otherwise provided for in this Agreement. No printout or electronic version of any part of our Website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website, Content, Services, and any software provided therein.

Our Relationship to You

This Agreement in no way creates any agency, partnership, joint venture, or employee-employer or franchisor-franchisee relationship between you and Michiel J. Nuveen DMD, MSD, PC.

Our Intellectual Property

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies in the form of words, graphics, and logos. Your use of our

Website or Services does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of Michiel J. Nuveen DMD, MSD, PC.

Our Content, as found within our Website and Services, is protected under United States and foreign copyrights. The copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of our Website and Services does not grant you any ownership rights to our Content.

Eligibility and Registration for Membership

To use our Services, you must register with our Website to become a Member. Your Membership is not transferable or assignable and is void where prohibited. Our Website and Services are intended solely for Users who are at least (18) years of age or older. Any registration by, use of, or access to our Website by anyone under that age is unauthorized, unlicensed, and in violation of these Terms and Conditions. By using our Website and/or Services, you represent and warrant that you are (18) years of age or older and agree to abide by all the terms and conditions of this Agreement. Michiel J. Nuveen DMD, MSD, PC has sole right and discretion to determine whether to accept a Member, and may reject a Member's registration with or without explanation.

When you complete the registration process, you will receive a password that will allow you to access our Services. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality as well as all activities that occur through the use of your password.

You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that our Website cannot and will not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

Errors, Corrections, and Changes

We do not represent or otherwise warrant that our Website will be error-free or free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Website will be correct, accurate, timely, or otherwise reliable.

Michiel J. Nuveen DMD, MSD, PC reserves the right at our sole discretion to change any content, software, and other items used or contained in our Website or Services at any time without notice.

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completeness, merchantability, or fitness for any particular purpose nor the legality of any content provided by any of these parties.

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You hereby acknowledge that nothing contained in our Website will constitute financial, investment, legal, and/or other professional advice and that no professional relationship of any kind is created between you and Michiel J. Nuveen DMD, MSD, PC or our Members. You hereby agree that you will not make any financial, investment, legal, and/or other decision based in whole or in part on anything contained in our Website or Services.

Warranty Disclaimer

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Our Website or Services may be temporarily unavailable from time to time for maintenance or other reasons. Michiel J. Nuveen DMD, MSD, PC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of Member communications.

Michiel J. Nuveen DMD, MSD, PC is not responsible for any technical malfunction or other problems of any telephone network or service, computer system, server or provider, computer or mobile phone equipment, or software, or for any failure of email on account of technical problems or traffic congestion on the Internet, or for any combination thereof – including injury or damage to Members' or any other person's computer, mobile phone, or other hardware or software – related to or resulting from the use or downloading of materials in connection with our Website or Services, including, without limitation, any software provided through our Website or Services.

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WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT AND RELATED SOFTWARE FROM OR THROUGH OUR WEBSITE OR SERVICES AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. WE AND ALL OUR AFFILIATES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND Michiel J. Nuveen DMD, MSD, PC.

OUR WEBSITE AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR WEBSITE OR SERVICES WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

Limitation of Liability

IN NO EVENT WILL Michiel J. Nuveen DMD, MSD, PC OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR WEBSITE, CONTENT, SERVICES, OR ANY RELATED SOFTWARE ACCESSED THROUGH OR DOWNLOADED FROM OUR WEBSITE OR SERVICES, EVEN IF

Michiel J. Nuveen DMD, MSD, PC IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Michiel J. Nuveen DMD, MSD, PC'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR WEBSITE AND/OR SERVICES ACCESSED DURING THE PREVIOUS MONTH OF YOUR MEMBERSHIP PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

Member Conduct

Members may post their content to our Website through our Services (Member Content). Members and Visitors understand that by using our Website or Service, they may be exposed to content that is offensive, indecent, or objectionable. We have no control over Member Content and do not in any way guarantee its quality, accuracy, or integrity. Michiel J. Nuveen DMD, MSD, PC is not responsible for the monitoring or filtering of any Member content. Should any Member Content be found illegal, Michiel J. Nuveen DMD, MSD, PC will submit all necessary information to relevant authorities.

If any Member Content is reported to Michiel J. Nuveen DMD, MSD, PC as being offensive or inappropriate, we may ask the Member to retract or otherwise modify the questionable content within 24 hours of being notified by Michiel J. Nuveen DMD, MSD, PC. If the Member fails to meet such a request, Michiel J. Nuveen DMD, MSD, PC has full authority to restrict the Member's ability to post Member Content OR to immediately terminate the Member's membership without further notice to the Member.

Without limiting the foregoing, we have sole discretion to remove any Member Content that violates this Agreement or that is otherwise objectionable in our sole discretion. Members are responsible for complying with all applicable federal and state laws for their content, including copyright and trademark laws. Members will respect copyright and trademark laws.

You warrant that you will not use our Services to infringe on the intellectual property rights of others in any way. In accordance with the DMCA and other applicable law, we have adopted a policy of terminating Members whom we deem, in our sole discretion, to be infringers of others' intellectual property rights.

As a Member, you agree not to use our Services to do any of the following:

Upload, post, or otherwise transmit any Member Content that:

1. Violates any local, state, federal, or international laws
2. Infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party
3. Harms, threatens, defames, promotes violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethically, or otherwise objectionable
4. Links directly or indirectly to any materials to which you do not have a right to link
5. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers
6. Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or to extract information from our Website or Services
7. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation
8. In the sole judgment of Michiel J. Nuveen DMD, MSD, PC is objectionable or restricts or inhibits any other person from using or enjoying our Website or Services, or which may expose Michiel J. Nuveen DMD, MSD, PC, our affiliates, or our Users to any harm or liability of any type

Use our Content to:

1. Develop a competing website
2. Create compilations or derivative works as defined under United States copyright laws
3. Redistribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism
4. Decompile, disassemble, or reverse engineer our Website, Services, and any related software
5. Use our Website or Services in any manner that violates this Agreement or any local, state, federal, or international laws

Use of Information

You grant Michiel J. Nuveen DMD, MSD, PC a license to use the information and materials you post to our Website. By posting, displaying, transmitting, performing, or otherwise distributing information or other content (“Member Content”) to our Website, you are granting Michiel J. Nuveen DMD, MSD, PC, its officers, directors, employees, agents, consultants, representatives, and affiliates, a license to use the Member Content in connection with the operation of the business of Michiel J. Nuveen DMD, MSD, PC, its directors, employees, officers, affiliates, representatives, consultants, and agents, including, without limitation, a right to distribute, copy, transmit, publicly display, reproduce, translate, edit, and reformat Member Content. You understand and agree that you will not be compensated for any Member Content. By posting Member Content on our Website or Service, you warrant and represent that you own the rights to the Member Content or are authorized to post, display, distribute, perform, or transmit Member Content.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

Linking to Our Website

You may provide links to our Website provided that (a) you do not remove or obscure any portion of our Website by framing or otherwise, (b) your website does not engage in illegal or pornographic activities, and (c) you cease providing links to our Website immediately upon our request.

Links to Other Websites

Our Website may from time to time contain links to third-party websites. Inclusion of links for any website on our Website does not mean that we endorse, guarantee, warrant, or recommend the services, information, content, and/or data of such third-party websites.

Michiel J. Nuveen DMD, MSD, PC has no control over the legal documents and privacy practices of third-party websites; you access any third-party websites at your own risk. We recommend that you review the privacy policy and terms and conditions of those websites to fully understand what information is collected and how it is used.

Payments

You represent and warrant that if you are purchasing something from us, (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes, and (iv) if your initial payment method is dishonored, you will still pay the incurred charges, including any surcharge we may incur due to the dishonored payment.

Refund and Return Policy

To the extent that you purchase any goods directly from us, we may refund your purchase price within thirty (30) days of your notifying us in writing of your desire for the refund together with a reason for the request subject to the return of the Product to us in substantially the same condition as when you purchased it. Any refund or return may be subject to restocking fees as found on our Website.

Termination of Membership

Your membership with us is effective until terminated by you or us. Your rights under these Terms and Conditions will terminate without our notice if you fail to comply with any term of these Terms and Conditions. Upon termination, you will stop representing yourself as a registered Member or Client. You must delete or destroy any information or content (including all copies) obtained from our Website. Certain provisions of this Agreement, including, but not limited to, copyrights, indemnity, trademarks, limitation of liability, warranty, and jurisdictional issues will survive the termination of this Agreement.

Indemnification

You agree to indemnify, defend, and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third-party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates free from any liability, loss, claim, and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of our Website or Services.

Severability and Survival

Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement will take precedence. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such a provision, nor of the right to enforce such a provision. Our rights under this Agreement will survive any termination of this Agreement.

Changes to Our Terms and Conditions

We reserve the right to change these Terms and Conditions at any time by giving you advance notice of the changes by email or in writing. We will also post these changes on our website. These changes will become effective 30 days after receipt of the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Your continued use of our Website, Services, and Products after any change to these Terms and Conditions and our notifying you will constitute your acceptance of such change. If you do not agree with the changes to these Terms and Conditions, you can choose to discontinue the use of our Website, Services, and Products.

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