

Website Terms of Use

Agreement between user and www.drrandallmcvey.com

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www.drrandallmcvey.com is a Blog and informational website on dental services provided at the dental practice Site

We provide dental services to our patients, and this website provides information about those services. The website also gives information on the staff members working in the establishment. A blog is provided for educational and entertainment purposes, which is not meant to replace the advice and treatment of a dental/medical professional.

Privacy

Your use of www.drrandallmcvey.com is subject to Randall K McVey, DMD PA's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.drrandallmcvey.com or sending emails to Randall K McVey, DMD PA constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Randall K McVey, DMD PA does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.drrandallmcvey.com only with permission of a parent or guardian.

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DMD PA may share such information and data with any third party with whom Randall K McVey, DMD PA has a contractual relationship to provide the requested product, service or functionality on behalf of www.drrandallmcvey.com users and customers.

No unlawful or prohibited use/Intellectual Property

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Use of communication services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other

similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

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Indemnification

You agree to indemnify, defend and hold harmless Randall K McVey, DMD PA, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Randall K McVey, DMD PA reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Randall K McVey, DMD PA in asserting any available defenses.

Liability disclaimer

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Termination/access restriction

Randall K McVey, DMD PA reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Kansas and you hereby consent to the exclusive jurisdiction and venue of courts in Kansas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Randall K McVey, DMD PA as a result of this agreement or use of the Site. Randall K McVey, DMD PA's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Randall K McVey, DMD PA's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Randall K McVey, DMD PA with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Randall K McVey, DMD PA with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Randall K McVey, DMD PA with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Randall K McVey, DMD PA reserves the right, in its sole discretion, to change the Terms under which www.drrandallmcvey.com is offered. The most current version of the Terms will supersede all previous versions. Randall K McVey, DMD PA encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Randall K McVey, DMD PA welcomes your questions or comments regarding the Terms:

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