

Website Customer Service Terms of Use

Welcome to the Russell Family Dentistry (collectively hereinafter “Russell Family Dentistry,” “we,” “us,” and “our”) Website (the “Site”). (Note: “Site” as used herein shall include <https://russellsmiles.com> and all associated pages contained thereon.) Please review the following basic terms that govern your use of this Site (this “Agreement” or “Terms of Use”). This Site is operated and controlled by Russell Family Dentistry. All uses of the Russell Family Dentistry Website are subject to the following terms and conditions. Russell Family Dentistry grants you permission to view this Site and to download and print individual pages from this Site and, if applicable, obtain information, communicate with Russell Family Dentistry, request an appointment, or log in to this Site for your personal use, provided that you agree to and accept without modification the notices, terms, and conditions set forth in this Agreement. You may not modify, copy (except as outlined in the preceding sentence), distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, material, software, products, or services from this Site. No right title or interest in any downloaded materials is transferred to you as a result of any such downloading, copying, or printing.

Your access or other use of this Site shall constitute your agreement and acceptance without modification of the notices, terms, and conditions set forth herein (“Terms & Conditions”). Any person or entity who interacts with the Site through the use of crawlers, robots, browsers, data mining or extraction tools, or other functionality, whether such functionality is installed or placed by such person or entity or a third party, is considered to be using the Site. In addition, as a condition of your use of this Site, you represent and warrant to Russell Family Dentistry that you will not use this Site for any purpose that is unlawful, immoral, or prohibited by these terms, conditions, and notices. **If you do not agree and accept (or cannot comply) without modification to the notices, terms, and conditions set forth herein, do not use this Site. If at any time you cease to agree with these terms and conditions, you must immediately cease using the Site.** Certain areas within this Site may be governed by additional terms and conditions (“Additional Terms”) with such Additional Terms identified herein or on the Site. Other than this Agreement, including any Additional Terms, Russell Family Dentistry will not enter into any agreement with you or have any obligation to you through this Site. No attempt to create such an agreement or obligation will be effective.

Use of this Site

By accepting these Terms of Use through your use of the Site, you certify that you are eighteen (18) years of age or older. If you are under eighteen (18), you may use the Site only with the involvement of a parent or guardian. Russell Family Dentistry reserves the right to refuse service, remove or edit content at their sole discretion.

All content or materials on this Site, including, but not limited to, images, text, illustrations, designs, icons, photographs, graphics, logos, programs, music clips or downloads, video clips, audio clips, data, software, and all other materials that are part of this Site (collectively, the “Contents”) is owned, licensed, or used with permission by Russell Family Dentistry. Russell Family Dentistry grants you a limited license to access and use the Site and its Contents. You may download, order, or copy the Contents and other downloadable materials displayed on the Site for your personal, noncommercial use only and only in any manner permitted in the normal use and operation of the Site. No right, title, or interest in any downloaded materials or software is transferred to you as a result of any such downloading, ordering, or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of or exploit in any way, in whole or in part, any of the Contents,

the Site or any related software. All software used on this Site is the property of Russell Family Dentistry or its suppliers and is protected by U.S. and international copyright laws.

Disclaimers

The information and content provided on or accessed through this Site are intended for general, noncommercial, informational purposes only and do not constitute the practice of medical or other professional judgment, advice, diagnosis, or treatment and should not be considered or used as a substitute for independent professional judgment, advice, diagnosis, or treatment of a duly licensed and qualified healthcare provider. The use of this Site does not create a doctor-patient relationship and does not obligate Embrace to follow up or contact users of the Site. You should always talk to your healthcare professionals for diagnosis and treatment, including information regarding which drugs or treatments may be appropriate for you. Statements made by any persons on this Site are not intended to substitute for discussion or evaluation with your healthcare professional or provide any guarantee as to outcomes.

If you are experiencing a medical emergency, you should seek appropriate emergency medical assistance immediately and call 911.

This Site is intended for use by individuals who are located within the United States. If you live outside the United States, you may see information on the Sites about products or therapies that may not be authorized in your country.

Russell Family Dentistry does not recommend or endorse any specific tests, products, equipment, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by Russell Family Dentistry, its employees, medical staff, and others appearing on the Site at the invitation of Russell Family Dentistry or other visitors or contributors to the Site is solely at your own risk.

Proper Use of This Site

This Site and its content are provided by Russell Family Dentistry solely to users over the age of 18. This website is not directed for use by children under the age of 18. Users under the age of 18 should get the assistance of a parent or guardian to use this site.

Site Security/Prohibited Uses

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation;

(a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access;

(b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

(c) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing," or "crashing;"

(d) sending unsolicited emails, including promotions and/or advertising of products or services;

(e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting;

- (d) misrepresenting your identity or impersonating any other person or entity;
- (e) using any device, software, or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site;
- (f) restricting or inhibiting any person from using the Site and Platforms, disclosure of personal information obtained from the Site and Platforms, or collecting information about users of the Site and platforms;
- (g) reverse engineering, disassembling or decompiling any section or technology on the Site, or attempting to do any of the foregoing;
- (h) gaining unauthorized access to the site, to other users' accounts, names, personally identifiable information, or other information, or to other computers or websites connected or linked to the Site;
- (i) accessing or attempting to access any portion of the Site to which you have not been explicitly granted access;
- (j) use this Site in violation of any local, state, national, or international laws;
- (k) attempting to disable, "hack," or otherwise interfere with the proper functioning of this Site;
- (l) use of this Site as a means to distribute advertising or other unsolicited material to any third party;
- (m) launching or using any automated system, including, without limitation, "robots," "spiders," or "offline readers," that access the Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;
- (n) posting or otherwise transmitting any information or software that contains a virus, worm, time bomb, Trojan horse, or other harmful or disruptive components that may compromise the security of the Site;
- (o) using the Site to violate the legal rights (including the rights of publicity and privacy) of others or violate the laws of any jurisdiction or location; or
- (p) using or attempting to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search this Site other than the search engine and search agents available from Russell Family Dentistry on this Site and other than generally available third-party web browsers (e.g., Firefox, Internet Explorer, Chrome, or Safari).

Such conduct is unacceptable and may result in the termination of your use of the Site. If you use any part of the Site requiring secure access, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

Violations of system or network security may result in civil or criminal liability. Russell Family Dentistry will investigate occurrences involving such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users involved in such violations.

Content Information

You understand that by using this Site or any services provided on the Site, it is possible that you may encounter content that some may deem to be offensive, indecent, or objectionable, which content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that Russell Family Dentistry and its affiliates shall have no liability to you for content that may be deemed offensive, indecent, or objectionable.

You agree that any content you may generate or add to or through the Site shall: be true and accurate; will comply with all applicable laws or regulations; not be submitted for any unlawful purpose; not violate the rights of any third party; not cause injury to any person or entity; not contain any profane or obscene content; not contain or be any form of malware, "spam," or commercial solicitation; and, conform with the Terms & Conditions contained herein. You will solely be responsible for any user-generated content, and Russell Family Dentistry assumes no liability for any content you submit.

Unlawful or Prohibited Uses of Site

Your use of this Site must comply with any and all applicable laws and shall not be for any unlawful purpose. You agree that your use or access of this Site shall be in accordance with the limited license granted to you in these Terms & Conditions. You warrant to Russell Family Dentistry that you shall not use this Site for any purpose that is unlawful or prohibited by these Terms & Conditions. You hereby agree to indemnify Russell Family Dentistry for any liability which may ensue as a consequence of your unlawful or prohibited use of this Site. The following are examples of prohibited or unlawful use of the Site or its contents: use or attempted commercial use of the Site or any content on the Site; conducting fraudulent activities on the Site; use of the Site to send any unauthorized communications to any third-party; attempting to access the Site and obtain personal information from any other users of the Site; attempts to restrict use or limit access to the Site; downloading or use of any content on the Site for any commercial nonpersonal purpose; use or attempt to use any software, engine, tool, data, agent, or other device or mechanism (including browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents provided by Russell Family Dentistry or generally publicly available browsers; any duplication of the Site or its contents for any commercial use; any data mining or extraction; any download or storage of Site content, except pursuant to the limited license granted by these Terms & Conditions; use of any meta tags or hidden text using any of Russell Family Dentistry's intellectual property; any attempts to tamper with the Site's use or functionality; any attempts to place any unauthorized advertisement on the Site; any attempt to alter, modify, reverse engineer, disassemble, or otherwise change any portion of the Site; use of the Site to harass, threaten, abuse, defame, stalk or otherwise infringe upon the legal rights of other; any breach or attempted breach of the privacy rights of others; and, the tampering or attempted tampering of these Terms & Conditions or the removal of any copyright, trademark, servicemark, or other proprietary rights notice from the Site.

Intellectual Property

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) (collectively, "Content") are owned by Russell Family Dentistry, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

All trademarks, service marks, and logos or copyrights displayed and used on these Sites are the property of their respective owners. Nothing on the Sites should be construed as granting any right or license to use any trademark without the written permission of its owner. Any other use of the materials is strictly prohibited without the prior written permission of Russell Family Dentistry and the permission of the applicable rights holder(s). U.S. and international copyright laws protect the content and design of the Site. You may not copy, reproduce, republish, upload, post, display, transmit, or frame any of these materials without prior written consent from the copyright owners, except that you may view, download, display, and print a single copy of these materials on a single computer for personal, noncommercial use only, so long as you do not alter or modify the materials in any way; you include all applicable notices and disclaimers

(including copyright notices); and you do not use the materials in a way that suggests an association with Russell Family Dentistry.

User Reviews, Feedback, Submissions

For all reviews, comments, feedback, postcards, suggestions, ideas, forum posts, and other submissions disclosed, submitted, or offered to Russell Family Dentistry on or through this Site, by e-mail, social media, telephone, or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the “Comments”) you grant Russell Family Dentistry a royalty-free, irrevocable, transferable right and license to use the Comments however Russell Family Dentistry desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such Comments and/or incorporate such Comments into any form, medium, or technology throughout the world.

Russell Family Dentistry will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display, and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. Russell Family Dentistry is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay the user any compensation for any Comments; or (3) to respond to any user Comments. You agree that any Comments submitted by you to the Site will not violate the terms in this Agreement or any right of any third party, including without limitation, copyright, trademark, privacy, or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, threatening, abusive, or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.”

Russell Family Dentistry does not regularly review posted Comments but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Site. You grant Russell Family Dentistry the right to use the name you submit in connection with any Comments. You agree not to use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make. You agree to indemnify Russell Family Dentistry and its affiliates for all claims resulting from any Comments you submit. Russell Family Dentistry and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

Indemnification

You agree to defend, indemnify and hold harmless Russell Family Dentistry and its affiliates, employees, directors, officers, agents, staff, healthcare providers, vendors, volunteers, members, representatives, and suppliers from and against any and all claims, damages, liabilities, losses, investigations, costs and expenses, including attorneys’ fees, arising from or related to your use of this Site or any breach or alleged breach by you of this Agreement, including the Terms & Conditions and any user content submitted by you and any violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities, your violation of the rights of any third party, including any intellectual property, publicity, confidentiality, property, or privacy rights, or any misrepresentations made by you. Russell Family Dentistry reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you. In any case, you agree to cooperate with Russell Family Dentistry if and as requested in the defense and settlement of such matter.

Digital Millennium Copyright Act Notice

Procedure for Making and Responding to Claims of Copyright Infringement:

Russell Family Dentistry's policy is to respond to claims of copyright infringement. We will promptly process and investigate notices of alleged infringement by third parties. We will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the "DMCA"), where applicable.

Pursuant to the DMCA, notifications of claimed copyright infringement by third parties should be sent to Russell Family Dentistry's Designated Agent. If you believe your copyrighted work has been infringed under U.S. copyright law and is accessible on this Site, please notify us by contacting our Designated Agent. Even if you believe a third party did not post the alleged infringing work, please send all notifications of claimed copyright infringement to Russell Family Dentistry's Designated Agent listed below.

To be effective under the DMCA, notification of claims of copyright infringement by third parties must be a written communication to Russell Family Dentistry's Designated Agent that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if a single notification covers multiple copyrighted works at a single online site, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Russell Family Dentistry to locate the material;
4. Information reasonably sufficient to permit Russell Family Dentistry to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
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; and
6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Russell Family Dentistry's Designated Agent for notice of claims of copyright infringement can be reached as follows:

By e-mail: dentistry@russellsmiles.com

This contact information is only for reporting claims of copyright infringement. Contact information for other matters is provided elsewhere on this Site.

Upon receipt of a valid notification of alleged copyright infringement by a third party, Russell Family Dentistry shall remove or disable access to the material identified in the notice, forward the written notification to the alleged infringer, and take reasonable efforts to notify the alleged infringer that it has removed or disabled access to this material.

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer or by Russell Family Dentistry if injured by relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

If a notice of copyright infringement has been filed against you, you may file a counter notification with the Designated Agent at the above address.

To be effective, a counter-notification must be a written communication provided to Russell Family Dentistry's Designated Agent that includes the following:

1. A physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located and that you will accept service of process from the complainant who provided the original notification or an agent of such person or entity.

If Russell Family Dentistry receives a valid counter-notification, it shall provide the complainant with a copy of the counter-notification, inform the complainant that it will replace the removed material or cease disabling access to it in 10 to 14 days from receipt of the counter-notification, and replace the removed material or cease disabling access to it in 10 to 14 business days, provided that Russell Family Dentistry has not received notice from the complainant that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on Russell Family Dentistry's system.

You should be aware that the DMCA provides substantial penalties for a false counter notice filed in response to a notice of copyright infringement. Claimants who make misrepresentations in the counter-notification statement may be liable for any damages, including costs and attorneys' fees, incurred by any copyright owner or copyright owner's authorized licensee or by Russell Family Dentistry if injured by relying upon such misrepresentation in replacing the removed material or ceasing to disable access to it.

Termination/Survival

These Terms of Use are effective unless and until terminated by either you or Russell Family Dentistry. You may terminate these Terms of Use at any time, provided that you discontinue any further use of this Site. Russell Family Dentistry also may terminate these Terms of Use at any time. It may do so immediately without notice and accordingly deny you access to the Site if, in Russell Family Dentistry's sole discretion, you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or Russell Family Dentistry, you must promptly destroy all materials downloaded or otherwise obtained from this Site and all copies of such materials, whether made under the Terms of Use or otherwise. The following sections shall survive any termination of these Terms of Use: "Comments," "Site Security," "Content Information," "Unlawful or Prohibited Uses of Site," "User Reviews, Feedback, and Submissions," "Indemnification," "Termination," "Disclaimer," "Digital Millennium Copyright Act Notice," "Statute of Limitations," "Limitation of Liability," "Privacy," and "General."

We may suspend or terminate your access to the Site, in whole or in part, at any time, without notice, for any reason, and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Russell Family Dentistry under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Site, or upon notice from Russell Family Dentistry, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree

that you will immediately discontinue use of the Site. The provisions of these Terms and any applicable Additional Terms which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Russell Family Dentistry in these Terms as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, jury waiver, and mandatory arbitration.

Disclaimer

AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THIS SITE IS AT YOUR SOLE RISK. THIS SITE IS PROVIDED BY Russell Family Dentistry, AND ALL CONTENT, MATERIALS, PRODUCTS, SERVICES, FUNCTIONALITY, AND OTHER ITEMS INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THIS SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. Russell Family Dentistry MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Russell Family Dentistry MAKES NO WARRANTIES AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THIS SITE. Russell Family Dentistry DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED.

Russell Family Dentistry ASSUMES NO LIABILITY FOR INACCURACIES OR MISSTATEMENTS ABOUT PRODUCTS.

CUSTOMER REVIEWS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CUSTOMER REVIEWS REFLECT THE INDIVIDUAL REVIEWER’S RESULTS AND EXPERIENCES ONLY AND ARE NOT VERIFIED OR ENDORSED BY Russell Family Dentistry.

Russell Family Dentistry MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE TECHNOLOGY THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONTENT. YOU ACKNOWLEDGE THAT THE USE OF THIS SITE IS AT YOUR SOLE RISK, AND YOU ASSUME FULL RESPONSIBILITY FOR THE USE OF THIS SITE. YOU ACKNOWLEDGE THAT INFORMATION SENT OR RECEIVED DURING THIS SITE’S USE MAY BE INTERCEPTED OR OTHERWISE ACCESSED BY UNAUTHORIZED PARTIES.

YOU AGREE THAT Russell Family Dentistry IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR PROPERTY OR DATA THAT MAY RESULT FROM ANY MATERIALS ACCESSED OR DOWNLOADED FROM THIS SITE.

EXCEPT AS OTHERWISE PROVIDED, YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL. YOUR COMMUNICATIONS OR PERSONAL INFORMATION MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS OR OTHER CONTENT TO US AND/OR BY POSTING INFORMATION ON THE SITE, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED, OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND Russell Family Dentistry.

THE DISCLAIMERS AS STATED HEREIN SHALL BE TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

Limitations on implied warranties are not permitted in some states. Therefore, one or more of the above limitations may not apply to you. You should check your local laws for any restrictions or limitations on limitations of implied warranties.

Postings on this Site are made at such times as Russell Family Dentistry determines at its discretion. You should not assume that the information contained on this Site has been updated or otherwise contains current information. Russell Family Dentistry does not review past postings to determine whether they remain accurate, and information contained in such postings may have been superseded. THE INFORMATION AND MATERIALS ON THIS SITE ARE PROVIDED FOR YOUR REVIEW IN ACCORDANCE WITH THE NOTICES, TERMS, AND CONDITIONS SET FORTH HEREIN. THESE MATERIALS ARE NOT GUARANTEED OR REPRESENTED TO BE COMPLETE, CORRECT, OR UP TO DATE. THESE MATERIALS MAY BE CHANGED FROM TIME TO TIME WITHOUT NOTICE.

General Information

You agree that this Agreement and your use of this Site are governed by the laws of the State of Georgia, USA. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies, and other dispute resolution organizations in Forsyth County, Georgia, in all disputes (a) arising out of, relating to, or concerning this Site and/or this Agreement, (b) in which this Site and/or this Agreement is an issue or a material fact, or (c) in which this Site and/or this Agreement is referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization. Use of this Site is unauthorized in any jurisdiction that does not give full effect to all provisions of this Agreement, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. Russell Family Dentistry has endeavored to comply with all legal requirements known to it in creating and maintaining this Site but makes no representation that materials on this Site are appropriate or available for use in any particular jurisdiction. Use of this Site is unauthorized in any jurisdiction where all or any portion of this Site may violate any legal requirements. You agree not to access this Site in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of this Agreement is at your own risk, and if any part of this Agreement is invalid or unenforceable under applicable law, 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 govern such use.

This Agreement represents the complete understanding between you and Russell Family Dentistry and supersedes all prior agreements and representations between the parties; you agree that Russell Family Dentistry may at any time and without notice change the terms, conditions, and notices under which this Site is offered. Your continued use of this Site shall be construed as an acceptance of any changes to the terms, conditions, and notices under which this Site is offered.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Russell Family Dentistry as a result of this Agreement or your use of this Site. You may not transfer or assign any rights or obligations under this Agreement. Russell Family Dentistry may transfer or assign its rights and obligations under this Agreement.

Statute of Limitations

You hereby agree that you shall provide Russell Family Dentistry at least thirty (30) days' notice of any harm you allege to have suffered as a consequence of using this Site. Before seeking legal recourse for such alleged damage, you agree to give Russell Family Dentistry at least thirty (30) days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has

arisen, or you will be barred from pursuing any cause of action. You acknowledge and agree that this one-year period operates as a statute of limitations for all claims.

Healthcare Information

RUSSELL FAMILY DENTISTRY DOES NOT PROVIDE MEDICAL ADVICE THROUGH THIS SITE, NOR DOES THE USE OF THIS SITE CREATE A DOCTOR-PATIENT RELATIONSHIP. ANY HEALTHCARE INFORMATION WHICH MAY BE PROVIDED ON THIS SITE IS FOR EDUCATIONAL PURPOSES ONLY. SUCH INFORMATION IS NOT INTENDED TO BE OFFERED AS MEDICAL ADVICE TO YOU REGARDING ANY SPECIFIC CONDITION OR TREATMENT. ANY INFORMATIVE INFORMATION PROVIDED IS NOT INTENDED TO TAKE THE PLACE OF MEDICAL ADVICE OR SERVICES PROVIDED BY MEDICAL PROFESSIONALS. YOU ARE ENCOURAGED TO DISCUSS ANY MEDICAL ISSUE YOU MAY HAVE WITH YOUR HEALTHCARE PROVIDER. ALWAYS CONSULT WITH A MEDICAL PROFESSIONAL BEFORE TAKING ANY MEDICATION, INCLUDING OVER-THE-COUNTER MEDICATIONS OR HERBAL SUPPLEMENTS. THIS SITE CANNOT PROVIDE MEDICAL ADVICE, AND ONLY YOUR HEALTHCARE PROVIDER CAN PROVIDE YOU WITH DIAGNOSTIC OR TREATMENT INFORMATION REGARDING WHAT IS BEST OR RECOMMENDED FOR YOU.

IF YOU THINK YOU MAY BE HAVING A MEDICAL CONDITION, PLEASE CONTACT 911 OR SEEK IMMEDIATE CARE IF IT IS CRITICAL. OTHERWISE, PLEASE CONTACT A QUALIFIED MEDICAL PROVIDER PROMPTLY TO OBTAIN ASSISTANCE.

Links to Third Party Websites

This Site may contain, display, include, or make available content, data, information, applications, materials, or links to other third-party websites' content that is not owned, controlled, or operated by Russell Family Dentistry. These links are provided and available to you for your convenience, or informational purposes that Russell Family Dentistry believes may be useful or interesting to you and are intended only to enable access to these third-party sites and for no other purpose. Russell Family Dentistry does not approve, endorse, and is not responsible for the content contained on these other websites. Russell Family Dentistry makes no representations or warranties to the information or services offered on any third-party site nor to the accuracy of the content on the linked website. The conditions of use and privacy policy of any third-party site may differ substantially from the conditions of use and legal notices that apply to your use of this site. You should review the conditions of use for all third-party sites for more information about the terms and conditions that apply to your use of third-party sites. You acknowledge and agree that you shall be solely responsible for any interactions which you may have with these linked websites. You are encouraged to verify the information contained therein and review the linked website's terms of use and privacy policies.

Limitation of Liability

THE USE OF THIS SITE IS ENTIRELY AT YOUR OWN RISK. IN NO EVENT WILL RUSSELL FAMILY DENTISTRY BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES,

FINES, PENALTIES, OR LIABILITIES ARISING OUT OF OR RELATING TO IN ANY WAY TO: (I) OUR SITE; (II) THESE TERMS; (III) ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY; (IV) USE OF THE SITE, CONTENT, TOOLS OR SERVICES WE OR ANY THIRD-PARTY PROVIDERS THROUGH THE SITE, INCLUDING ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE IN RELIANCE UPON THE INFORMATION OR CONTENT CONTAINED ON OR ACCESSED THROUGH THIS SITE; OR (V) THE INTERACTION BETWEEN OUR SITE AND ANY THIRD-PARTY SERVICE BY A TOOL OR SERVICE ON OUR SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, TORT, NEGLIGENCE, OR ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

To the maximum extent permitted by applicable law, you hereby release and waive all claims against Russell Family Dentistry, its affiliates, and subsidiaries from any and all liability for any and all claims, suits, damages, fines, penalties, costs, expenses (including costs and attorneys' fees) or other losses of any kind or nature ("Loss"), arising out of or in any way connected with your access to or use or disclosure of the Site or its content, whether or not Russell Family Dentistry has been advised of the possibility of such Loss.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL Russell Family Dentistry OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE Russell Family Dentistry WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES TO YOUR PERSON, CLAIMS OF MEDICAL MALPRACTICE, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF Russell Family Dentistry HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT Russell Family Dentistry SHALL NOT BE RESPONSIBLE FOR ANY ACTS, INCLUDING DEFAMATORY OR ILLEGAL CONDUCT, OF ANY THIRD PARTY ON THIS SITE. THE LIMITATIONS PROVIDED HEREIN SHALL BE TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW.

Third-Party Articles

From time to time, the Site may contain articles or other information from third parties that may be of interest to you. While we attempt to provide accurate information, we do not represent that all information contained in such articles or obtained from third parties is correct, and the publishing of third-party articles shall not, in any event, be deemed an endorsement by Russell Family Dentistry of the material contained therein. The opinions contained in any such article are not necessarily the opinion of Russell Family Dentistry.

Correction of Errors and Inaccuracies

The information on the Site may contain typographical errors or inaccuracies and may not be complete or current. We, therefore, reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice (including after you have submitted your order). We apologize for any inconvenience this may cause you.

Parental Controls

You are hereby provided notice that parental control protections (filtering services, software, and computer hardware) are commercially available and may assist you in limited access to certain materials that may be harmful to minors. Russell Family Dentistry does not endorse or recommend any specific product or service. However, a list of select providers of such products is available at https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers.

Notices and Electronic Communications

Unless explicitly stated otherwise, all notices for Russell Family Dentistry shall be sent by U.S. Mail, prepaid postage, certified mail, return receipt requested to Russell Family Dentistry, Attn: Notices, 8014 Cumming Hwy Suite 401 Canton GA 30115. Should Russell Family Dentistry need to send you any notice, you hereby consent to receive any notices or other communications through a general post on the Site, sending an email to the email address you listed in your profile for your account, or, where applicable, mailing a notice to you at your address as provided in your account. Should any notices be required to be sent to you in writing, you hereby agree that all agreements, notices, disclosures, and other communications Russell Family Dentistry provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. Any notice sent in accordance with this provision shall be deemed given (i) 24 hours after the notice is posted on the Site or an electronic message is sent, unless the sending party is notified that the message did not reach the recipient, or (ii) in the case of mailing, three days after the date of mailing. You agree that a printed version of this Agreement, including the Terms & Conditions and/or any notice given in electronic form, shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or Terms & Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notice for California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an email to dentistry@russellsmiles.com. You may also contact us by writing to Russell Family Dentistry Attn: Notices, CLIENT TO PROVIDE ADDRESS, or by calling us at 7703452010. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

International Issues

This Site and the information and content provided on or accessed through this Site are intended for use within the United States of America ("USA"). Use of this Site and the services described on this Site may be subject to additional laws and regulations or otherwise prohibited or restricted in countries outside the USA. If you use or access this Site from outside the USA, you do so at your own risk and are fully

responsible for complying with the laws and regulations of the territory from which you access or use this Site. It is your responsibility to comply with local, state, federal, and international laws applicable to your use of this Site and the information and content provided on or accessed through this Site.

Electronic Contracting

You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, approve, or consent via the Site, it is intended to be an electronic signature that binds you as if you had signed on paper. You agree that your use of the Site, other than to read the Terms (or Additional Terms) and Privacy Policy, constitutes agreement to the Terms, and any applicable Additional Terms, then posted without further action by you.

Updates to these Terms

Russell Family Dentistry reserves the right to update or modify these Terms at any time without notice. Updates and modifications will be effective upon our posting the modified Terms on the Site, as reflected by the “Last Updated” date at the top of this page. Your continued use of the Site constitutes your agreement to be bound by these Terms.

Contact Us

If you have any questions, comments, or concerns regarding Russell Family Dentistry or your use of the Site, please contact us directly as provided herein with a detailed description. Russell Family Dentistry values its customers and the visitors to this site.

Address: 8014 Cumming Hwy Suite 401 Canton GA 30115

Telephone: 7703452010

Fax: 7703450571

Email: dentistry@russellsmiles.com

Changes to the Terms of Use

The Effective Date of this Agreement and the Terms & Conditions contained herein is March 22, 2023. This Agreement was last updated on March 22, 2023. Please check back periodically for changes to our Terms of Use.