# **Privacy Policy**

Welcome to the Port Orange Family Dentistry Site (the "Site").

## **Privacy Notice**

This is the privacy notice of Port Orange Family Dentistry. In this document, "we", "our", or "us" refer to Port Orange Family Dentistry.

- 1. This is a notice to inform you of our policy about all information that we record about you through our website. It sets out the conditions under which we may process any information that we collect from you, or that you provide to us. It covers information that could identify you ("personal information") and information that could not. In the context of the law and this notice, "process" means collect, store, transfer, use or otherwise act on information.
- 2. We take seriously the protection of your privacy and confidentiality. We understand that all visitors to our website are entitled to know that their personal data will not be used for any purpose unintended by them, and will not accidentally fall into the hands of a third party.
- 3. We undertake to preserve the confidentiality of all information you provide to us, and hope that you reciprocate.
- 4. We do not share, or sell, or disclose to a third party, any information collected through our website.
- 5. If you join us as a patient or otherwise agree to our terms and conditions, a contract is formed between you and us. In order to carry out our obligations under that contract we must process the information you give us. Some of this information may be personal information.

We may use it in order to:

- verify your identity for security purposes
- sell products to you
- provide you with our services
- provide you with suggestions and advice on products, services and how to obtain the most from using our website

We process this information on the basis there is a contract between us, or that you have requested we use the information before we enter into a legal contract.

6. Personal data submitted on this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.

We may use this information to:

- Send you general and marketing communications;
- Send you email notifications;
- To notify you about changes to our service;
- To ensure that content from our site is presented in the most effective manner for your and for your computer
- Deal with enquiries and complaints made by or about you relating to the website.
- 7. This website uses Google Analytics to help analyze how users use the site. The tool uses "cookies," which are text files placed on your computer, to collect standard Internet log information and visitor behavior information in an anonymous form. The information generated by the cookie about your use of the website (including IP address) is transmitted to Google. This information is then used to evaluate visitors' use of the website and to compile statistical reports on website activity.

We will never (and will not allow any third party to) use the statistical analytics tool to track or to collect any Personally Identifiable Information (PII) of visitors to our site. Google will not associate your IP address with any other data held by Google. Neither we nor Google will link, or seek to link, an IP address with the identity of a computer user. We will not associate any data gathered from this site with any Personally Identifiable Information from any source, unless you explicitly submit that information via a fill-in form on our website.

8. We record information such as your geographical location, your Internet service provider and your IP address. We also record information about the software you are using to browse our website, such as the type of computer or device and the screen resolution. This information is recorded by Google Analytics as well as via certain 3rd party plugins installed on our website. We use this information in aggregate to assess the popularity of the webpages on our website and how we perform in providing content to you.

If you wish us to remove personally identifiable information from our systems, you may contact us at <a href="info@familydentistryportorange.com">info@familydentistryportorange.com</a>. When we receive any request to access, edit or delete personal identifiable information we shall first take reasonable steps to verify your identity before granting you access or otherwise taking any action. This is important to safeguard your information.

Our privacy policy has been compiled so as to comply with the law of every country or legal jurisdiction in which we aim to do business. If you think it fails to satisfy the law of your jurisdiction, we would like to hear from you.

However, ultimately it is your choice as to whether you wish to use our website.

If you have any questions regarding our privacy policy, please contact us.

## **Terms of Use**

### 1. Agreement to Terms

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf on an entity ("you") and Port Orange Family Dentistry ("Company," "we," "us," or "our"), concerning your access to and use of the beachstreetdental.com website as well as any other media form, media channel, or mobile website related, linked, or otherwise connected thereto (collectively, the "Site").

By accessing or using the Site, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms of Use.

## 2. Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions.

No content or marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

### 3. User Representations

By using the site, you represent and warrant that: (1) you gave the legal capacity and you agree to comply with these Terms of Use; (2) you are not a minor in the jurisdiction in which you reside; (3) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (4) you will not use the Site for any illegal or unauthorized purpose; and (5) your use of the Site will not violate any applicable law or regulation.

#### 4. Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a user of the site, you agree not to:

- Systematically retrieve data or content from the Site to create or compile a collection, compilation, database, or directory without written permission from us
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Harass, annoy, intimidate, or threaten any of our employees engaged in providing any portion of the Site to you.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Use the Site to advertise or offer to sell goods and services.

#### 5. User Content

When you transmit, upload, post, e-mail or otherwise make available data, text, software, music, sound, photographs, graphics, images, videos, messages or other materials ("User Content") on the Site, you are entirely responsible for such User Content.

You agree not to engage in or assist or encourage others to engage in transmitting, uploading, posting, e-mailing or otherwise making available on the Site User Content that (a) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) you do not have a right to make available under any law or under contractual or fiduciary relationships; (c) is known by you to be false, inaccurate or misleading; (d) you were compensated for or granted any consideration by any third party; or (e) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.

## 6. Privacy Policy

We care about data privacy and security. Please review our Privacy Policy. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred and processed in the United States.

#### 7. Term and Termination

These Terms of Use shall remain in full force and effect while you use the Site. Without limiting any other provision of these Terms of Use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site (including

blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms of Use or any applicable law or regulation. We may terminate your use of the Site at any time, without warning, in our sole discretion.

#### 8. Corrections

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

#### 9. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorney's fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; or (4) any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your own expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## 10. Electronic Communication, Transactions, and Signatures

Visiting the site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

#### 11. Miscellaneous

These Terms of Use and any policies are operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

## 12. Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding the use of the Site, please contact us at:

Port Orange Family Dentistry 4904 Clyde Morris Blvd, Suite B Port Orange, FL 32129 386-788-9959 Info@FamilyDentistryPortOrange.com