

Terms Of Use

These Terms of Use (the "Terms of Use") govern the use of the services (the "Service") offered by

Eagle River Smiles

Andrew D. Baird DDS

(“

Eagle River Smiles

Andrew D. Baird DDS

,” “us” or “we” or “our”) at the Web Site, <http://www.eagleriversmiles.com> (the “Site”). Please read these Terms of Use before using or continuing to use the Site or Service. Use of the Site constitutes an agreement to all terms and conditions in these Terms of Use. By using this Site or the Service you represent and warrant that you accept and agree to be bound by all of the terms and conditions contained herein and covenant to comply with these Terms of Use whether you are a visitor or a Member (as defined below). If you object to anything in these Terms of Use, do not use the Site or the Service. We reserve the right to modify and update these Terms of Use at any time provided that we give notice to you of any changes via email and/or by posting the amended Terms of Use on the Site. Your use of the Service after such posting, or your failure to terminate your account before the effective date of the revised version, will constitute acceptance by you of the revised version of the Terms of Use.

Privacy

Use of the Site and Service is also governed by our Privacy Policy located at the link in the bottom of our website <http://www.eagleriversmiles.com> incorporated into these Terms of Use by this reference.

In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect our systems and customers, to ensure the integrity and operation of our business and systems and to improve the Site and Service, we may access and disclose any information and content (either in your account profile or in the course of using the Service) we consider necessary or appropriate, including, without limitation, profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted content.

General Terms & Transactions

Disputes Between Members. If there are any issues between Members concerning advice, services received or payment due, Members must deal directly with the other Member to resolve any disputes. Publishers will not be held responsible and expressly disclaims any liability whatsoever for any claims and/or controversies that may arise for any disputes between Members.

Commercial Use Prohibition. The Site is for the use of individual Members only and may not be used in connection with any commercial endeavors (other than obtaining Chiropractic or Dental services) without the express written consent of us in advance. Organizations, companies, and/or businesses may only register as an Agency or advertiser and may not use the Service or the Site for any illegal or unauthorized purpose, including, but not limited to, collecting usernames and/or email addresses of members by electronic or other means, unless express written permission from us is obtained in advance.

Your Account

Creating An Account. When you register for a profile, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. The information is used to identify you as a unique Member. In the event that we learn that you have provided us with false or misleading information, we may immediately, without notice, terminate your profile.

Account Information is Unique to You. During the registration process, you may be asked to create a unique profile name and a password that are specific to your profile. You may not use a profile name that is used by someone else, is vulgar or otherwise offensive (as determined by us), infringes any trademark or other proprietary rights of others, or is used in any way that violates these Terms of Use or any applicable codes of conduct or posted rules, instructions or guidelines regarding the Service. You may not use anyone else's profile at any time. Your profile is personal to you and you may not transfer to make available your profile to others. You are entirely responsible for maintaining the confidentiality of your profile information (including account names and passwords). Furthermore, you are entirely responsible for any activity that occurs under your account. You agree to notify immediately of any unauthorized use or theft of your profile or any other breach of security. will not be liable for any loss that you may incur as a result of someone else using your account, either with or without your knowledge. You will be liable for losses incurred by or another party due to someone else using your profile.

Termination of Your Account. You may delete your account at any time. Additionally, may terminate your account with the Site for any reason (including, without limitation, any breach of these Terms of Use or any applicable policy posted on the Site from time to time), effective upon sending notice to you at the then-current e-mail address in your profile. You understand that termination of your profile, whether by us or by you, may involve deletion of your profile information from our databases. We will not have any liability whatsoever to you for any termination of your profile or related deletion of you information. We reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress in the event that any Member violates these Terms of Use. All terms that by their nature may survive termination of your account shall be deemed to survive such termination.

Conduct Within Public Areas of Site

The Site may contain e-mail services, bulletin board services, forums, communities or other message or communication facilities designed to enable you to communicate and interact with other Members (the "Public Areas"). You agree to use the Public Areas only to post, send and receive messages and materials that are proper and, when applicable, related to the particular Public Area. We have no obligation to monitor the Public Areas, provided, however, we reserve the right to review materials posted to the Public Areas and to remove any materials at any time, without notice, for any reason and in our sole discretion. We reserve the right to terminate or suspend your access to any or all of the Public Areas at any time, without notice, for any reason whatsoever. You acknowledge that postings and other communications by Members are not controlled or endorsed by us, and such communications shall not be considered reviewed, screened or approved by us. Statements made in postings, forums, bulletin boards and other Public Areas reflect only the views of their authors. We specifically disclaims any liability with regard to the Public Areas and any actions resulting from your participation in any Public Areas.

You acknowledge and agree that your communications with other Members via the Public Area or otherwise is public and not private communications, and that you have no expectation of privacy concerning your use of the Public Areas. You acknowledge that personal information that you communicate on the Public Areas may be seen and used by others and result in unsolicited communications; therefore, **WE STRONGLY ENCOURAGE YOU NOT TO DISCLOSE ANY PERSONAL INFORMATION ABOUT YOURSELF THROUGH THE PUBLIC AREAS.** We are not responsible for information that you choose to communicate to other Members via the Public Areas, or for the actions of other Members.

Acceptable Use Policy

You may not use the Site or Service for any illegal or unauthorized purpose and you must not abuse, harass, threaten, impersonate or intimidate other Members. You are solely responsible for your conduct and any content that you submit, post or display on the Site. In furtherance of the foregoing, and by way of example and not as a limitation, you agree that you may not access the Site or use the Service in order to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic, name, material or information.
- To recruit for another website or service, solicit, advertise, or contact in any form Members for employment, contracting, or any other purpose for a business not affiliated with us without express written permission from us.
- Use the Site or Service for any purpose which is in violation of local, state, national, or international law.

- Upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party.
- Post content that contains viruses, Trojan Horses, worms, time bombs, corrupted files or data, or any other similar software or Services that may damage the operation of the Service or another's computer.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited.
- Download any file posted by another Member that a Member knows, or reasonably should know, cannot be legally distributed through the Site.
- Restrict or inhibit any other Member from using and enjoying the Site or Public Areas.

Information Provided by Members

You are solely responsible for any information or materials that you post on or transmit through the Site, and we merely acts as a passive conduit for your online distribution and publication of your information for the benefit of other Members. With respect to any information or materials that you post on or transmit through the Site, you hereby represent and warrant to us that (i) you are the owner or a licensee or otherwise have the right to provide such information, (ii) such information shall not be false, inaccurate, misleading or fraudulent; (iii) such information shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (iv) such information shall not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (v) such information shall not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (vi) such information shall not be obscene or contain child pornography or be harmful to minors; (vii) such information shall not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (viii) such information shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other partners or suppliers. You hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity rights, and any other rights you have in any information or materials that you post on or through the Site, in any media now known or not currently known.

3rd Party Links

- The Site may contain links from us to third-party sites on the Internet ("Third Party Sites"). Your use of all such Third Party Sites are at your own risk it is the responsibility of each Member to evaluate the content and usefulness of the information obtained from Third Party Sites. Members further acknowledge that use of any Third Party Sites is governed by the terms and conditions of use for those websites, and not by our Terms of Use. We are not responsible for the content, business practices or privacy policies, or for the collection, use or disclosure of any information that the Third Party Sites may collect. To the extent such links are provided by us, they are provided only as a convenience, and such link to a Third Party Site does not imply our endorsement, adoption or sponsorship of, or affiliation with, such Third Party Sites. We do not accept any responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of Third Party Sites, or websites linking to the Site.

Disclaimer of Warranties

- We are not responsible for any incorrect or inaccurate content posted on the Site. We are not responsible for the conduct, whether online or offline, of any Member/User while using the Services. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Services or from any content posted on the Site by us or transmitted to Members/Users, or any interactions between Members/Users, whether online or offline.
- **USE OF THIS SITE IS AT THE USER'S SOLE RISK AND USE OF THE SERVICE IS AT THE MEMBER'S/USERS SOLE RISK. THE SITE AND SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE**

DO NOT WARRANT OR GUARANTEE THE TIMELINESS, ACCURACY OR COMPLETENESS OF THE SITE, THE INFORMATION APPEARING ON THE SITE OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WE DO NOT WARRANT OR GUARANTEE THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR THAT THE SITE WILL BE ERROR-FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED THROUGH THE SITE. WE ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE OR SERVICE.

Indemnification

- By accessing this Site, you agree to indemnify, defend, and hold harmless

Eagle River Smiles

Andrew D. Baird DDS

, the site's hosting company, publishers and its affiliates and each of their respective directors, officers, employees, agents, licensors, attorneys, independent contractors and providers (collectively referred to herein as "Indemnified Parties") from and against any and all claims, losses, expenses or demands of liability, including attorneys' fees and costs incurred by any us. Indemnified Party in connection with any claim (including any third-party intellectual property claim) arising out of: (i) information, materials and content submitted, posted or transmitted by you on or through the Site, or (ii) your use of the Site and Service as a whole, and (iii) your breach of any provision of these Terms of Use. You further agree that you will cooperate with us as is reasonably required in the defense of such claims. Indemnified Parties and affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to your foregoing indemnification obligations, and you shall not, in any event, settle any claim or matter without the written consent of us.

Release

- You hereby release us and affiliates and each of their respective directors, officers, employees, agents, licensors, attorneys, independent contractors and providers from all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with (i) any information, content, statement or materials delivered through Site but which was posted or otherwise provided by a Member or Third-party Site, or (ii) your use of the Site or Service.
- If you are a California resident, you hereby waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Limitation of Liability

- YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT OR CONTENT ON THE SITE OR ARISING OUT OF THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO STOP USING THE SITE AND SERVICE. WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED THROUGH THE SITE AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.
- IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR

PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE SITE OR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN,

Eagle River Smiles

Andrew D. Baird DDS

's LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED US DOLLARS (\$100).

Intellectual Property Rights

- All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") that users see or read on the Site is owned or licensed by us or the hosting company. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Except as otherwise expressly provided herein, Members or users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Site without our or the hosting company's prior express written permission. Furthermore, Members/users are not allowed to post or distribute any material that they do not own, or which they do not have permission to use. Violation of this policy may result in copyright, trademark or other intellectual property rights violations and liability, and subject Members to termination from the use of this Site or civil or criminal penalties.

Limitations on Use

- In the interest of maintaining the performance and availability of the Site and in enforcing these Terms of Use, we reserve the right to place certain limitations on Member's/Users access to the Site and certain site features. These limitations may include (but are not limited to) the number of messages sent through the system and the number of Members/Users to whom a message can be sent. Members/Users acknowledge that this term supersedes any specific offer made by us and that these limitations may be enforced at our sole discretion.

Arbitration

- Any controversy or claim arising out of or relating to an alleged breach of these Terms of Use or the operation of this Site shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association before a single arbitrator. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Eagle, ID. Either you or us may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights of property for you or

Eagle River Smiles

Andrew D. Baird DDS

pending the completion of arbitration. The arbitrator shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of these Terms Of Use or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction.

General Provisions

- Failure by us to enforce any provision(s) of these Terms of Use shall not be construed as a waiver of any provision or right. These Terms of Use, and all other aspects of use of the Site, shall be governed by and construed in accordance with the laws of the State of ID, without regard to its conflict of laws rules. Any controversy or claim that is not subject to the Arbitration provision set forth in these Terms of Use, shall be exclusively brought in the federal, state, or local courts located in Eagle, ID; and, with regard to such claims and disputes, Members hereby irrevocably (i) submit to the exercise of personal jurisdiction over them by these courts, and (ii) waives any jurisdictional, venue or inconvenient forum objections to such courts. These Terms of Use, and any additional terms referenced herein, constitute the entire agreement between Members/Users and

Eagle River Smiles

Andrew D. Baird DDS

with respect to the Site and Service. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect. These Terms of Use inure to the benefit of

Eagle River Smiles

Andrew D. Baird DDS

its successors and assigns. Members/users are not legally affiliated with us in any way merely by virtue of their membership or usage of our Site or Service other than as might be described by these Terms of Use, and no independent contractor, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by these Terms of Use. We are not an employment service and does not serve as an employer of any Member that may use this Site.

Copyright/Trademark Information. All rights reserved. The trademarks, logos and service marks ("Marks") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our or the hosting company's prior written consent or the consent of such third party which may own the Mark.

Last updated: July 2011