

WEBSITE TERMS OF USE

Last Modified: October 1, 2025

BY ACCESSING OR USING THE WEBSITE www.timmons dental.com AND ALL ASSOCIATED SITES LINKED TO www.timmons dental.com (THE "WEBSITE"), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS OF USE ("TERMS"). THIS WEBSITE IS THE PROPERTY OF Timmons Dental | J Alan Timmons DDS PC ("Company," "we," or "us") AND ITS LICENSORS.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE WEBSITE.

Acceptance of the Terms of Use

These Terms constitute a legally binding agreement between you ("you" or "User") and the Company. By using the Website, you represent and warrant that you are of legal age and capacity to form a binding contract with the Company.

Changes to the Terms of Use

We may revise and update these Terms at any time, in our sole discretion. All changes are effective immediately upon posting and apply to all subsequent access to and use of the Website. Continued use of the Website after such changes constitutes your acceptance of the revised Terms.

Accessing the Website; Account Security and Privacy

- We reserve the right to withdraw or amend the Website, or any material or services we provide, without notice.
- Access may be restricted at times, in whole or in part.
- You are responsible for ensuring that all persons accessing the Website through your internet connection are aware of and comply with these Terms.
- Use of the Website is also subject to our **Privacy Policy**, which is incorporated herein by reference.

Intellectual Property Rights

The Website and its entire contents, features, and functionality—including text, graphics, images, logos, design, and software—are owned by the Company, its licensors, or other providers, and are protected by copyright, trademark, and other intellectual property laws. You may not copy, distribute, modify, or create derivative works without prior written consent.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to:

- Violate any applicable law or regulation.
- Infringe upon the rights of others, including intellectual property rights.
- Engage in conduct that restricts or inhibits anyone's use of the Website.
- Introduce malicious code, attempt unauthorized access, or interfere with Website operations.

Disclaimer of Warranties

The Website and all content are provided on an **"AS IS" and "AS AVAILABLE"** basis without warranties of any kind, either express or implied. We do not warrant that the Website will be error-free, uninterrupted, or free of viruses or harmful components.

Limitation on Liability

To the fullest extent permitted by law, the Company and its affiliates shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to your use of, or inability to use, the Website.

Governing Law and Jurisdiction

These Terms shall be governed by and construed under the laws of the State of Idaho, without regard to its conflict of laws principles. Any legal action or proceeding related to the Website or these Terms shall be instituted exclusively in the state or federal courts located in Idaho.

Your Comments and Concerns

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