

# Website Privacy Statement, Website Terms Of Use, Governmental Compliance Statement, and Website Accessibility Guide

*Last Updated: May 15, 2017*

## I. PRIVACY POLICY

**A. SCOPE:** Protecting your personal information is a priority for us. This privacy policy describes how this dental practice and our subcontractors use and share personal information of consumer users of this website. This Policy also applies to any of our other websites that post the Policy.

**B. PERSONAL INFORMATION COLLECTED:** We may collect your name, postal address, email address, phone number, fax number, username, password, demographic information (such as your gender and occupation) as well as other information you directly give us on our Site. If you purchase our products or services, we will collect billing and credit card information so that we may complete the purchase transaction. We may gather additional personal or non-personal information from you in the future. We may also get information about you from other sources. We may add this to information we get from this website.

**C. INFORMATION AUTOMATICALLY COLLECTED:** We automatically log information about you and your computer. For example, when visiting our website, we log your computer operating system type, IP address, browser type, browser language, the website you visited before browsing to our website, pages you viewed, how long you spent on a page, access times and information about your use of and actions on our website. This information is used for the operation of the service, to maintain the quality of the service, and to provide general information and statistics regarding the use of our website. We are not responsible for the privacy policies or other content on websites outside of our website. We may also log information using "cookies." Cookies are small data files stored on your hard drive by a website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our website. This type of information is collected to make the website more useful to you and to tailor the experience with us to meet your special interests and needs.

**D. USE OF PERSONAL INFORMATION:** We use your personal information to operate, maintain, and improve our sites, products, and services; to process and deliver contest entries and rewards; to respond to comments and questions and provide customer service; to send information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages; to communicate about promotions, upcoming events, and other news about products and services offered by us; to protect, investigate, and deter against fraudulent, unauthorized, or illegal activity; to serve advertisements; and to provide and deliver products and services customers request.

**E. PROTECTION AND SHARING OF PERSONAL INFORMATION:** Your personal information will only be used for the purposes described in the USE OF PERSONAL INFORMATION SECTION. This information may be used by our dental practice, or by our operations subcontractor and their vendors such as Google. We will not share, rent, lease, or sell your information to any other third parties unless required by law, legal process, or exigent circumstances. The only exception to this is if our business is ever sold, your personal information may be transferred to the new owners for purposes of contacting you or notifying you of dental services available at our office. We implement a variety of security procedures to maintain the safety of your personal information when you place an order or access your personal information. We also use a secure server to protect your information.

**F. CHILDREN'S ONLINE PRIVACY PROTECTION ACT COMPLIANCE (COPPA):** This dental practice and our operations subcontractor do not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website. This website and its content are directed to individuals who are at least 13 years of age or older.

**G. UPDATING INFORMATION AND OPTING OUT OF OUR MARKETING:** Our marketing emails tell you how to "opt-out." If you opt out, we may still send you non-marketing emails. Non-marketing emails include emails about your accounts and our business dealings with you. You may send requests about personal information to our Contact Information below. You can request to change contact choices, opt-out of our sharing with others, and update your personal information. You can typically remove and reject cookies from our Site with your browser settings. Many browsers are set to accept cookies until you change your settings. If you remove and reject our cookies, it could affect how our Site works for you.

**H. CONTACT INFORMATION.** We welcome your comments or questions about this privacy policy. You may contact our office by emailing [smile@loftusfamilydental.com](mailto:smile@loftusfamilydental.com) or by calling 208-765-3301 or by mail at 2615 N. Fruitland Lane, Coeur d'Alene, ID 83815

**I. CHANGES TO THIS PRIVACY POLICY.** We may occasionally change and update this privacy policy to reflect company and customer feedback. If we make any changes, we will change the Last Updated date above. We encourage you to periodically review this Statement to remain informed of how we are protecting your information.

## **II. TERMS OF USE**

**A. SCOPE:** Please read these Terms of Service ("Terms") carefully before using our website. Your access to and use of the website and email forms ("Service") are conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

**B. COPYRIGHT:** All material appearing on this website or in our marketing emails including all logos, photos, and written material is copyrighted for use exclusively by our dental practice or operations subcontractor. You may not substantially reuse any material appearing on our website without our express written permission. The only exception to this rule is that

journalists, directories, newspapers, and press agencies may use our written material in an abbreviated fashion in order to write an entry or article about our dental practice without prior permission.

**C. LINKS TO OTHER WEBSITES:** Our Service may contain links to third-party web sites or services that are not owned or controlled by our dental practice or operations subcontractor. We have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that our dental practice nor our operations subcontractor shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

**D. TERMINATION:** We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**E. GOVERNING LAW:** These Terms shall be governed and construed in accordance with the laws and courts of Kootenai County, Idaho, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

**F. CONTACT INFORMATION.** We welcome your comments or questions about our Terms. You may contact our office: 2615 N. Fruitland Lane, Coeur d'Alene, ID 83815 or by calling 208-765-3301.

**G. CHANGES TO TERMS.** We may occasionally change and update our Terms to reflect company and customer feedback. If we make any changes, we will change the Last Updated date above.

### **III. STATEMENT OF GOVERNMENTAL COMPLIANCE**

**A. Policy of Non-Discrimination:** This dental practice complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. This dental practice does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

**B. Grievances:** If you believe that this dental practice has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the dental practice directly. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of

Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building,  
Washington, DC 20201, 1- 800-868-1019, 800-537-7697 (TDD).