WAWASEE FAMILY DENTISTRY

TERMS OF SERVICE

THESE TERMS OF SERVICE GOVERN YOUR ACCESS TO AND USE OF THE WAWASEE FAMILY DENTISTRY WEBSITE, ONLINE FORMS, APPOINTMENT REQUEST SERVICES, SMS PROGRAM, AND RELATED DIGITAL SERVICES.



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Acceptance of Terms

We carefully examine your teeth, gums, bite and overall oral health to identify any areas that need attention.

No Medical or Dental Advice

The information presented on this website is provided for general educational and informational purposes. Website content is not intended to constitute a diagnosis, treatment recommendation, professional dental advice, or a substitute for an examination by a qualified dental or medical professional.

Treatment recommendations depend on a patient's individual condition, health history, examination, diagnostic images, and the professional judgment of the treating provider.

Do not delay seeking professional care because of information viewed on this website.

SMS Messaging Terms and Compliance

Wawasee Family Dentistry sends communications to individuals who have provided a mobile number and affirmatively opted in to receive messages.

Messages may include:

Appointment request confirmations.

Appointment reminders.

Rescheduling or cancellation updates.

Customer service communications.

Important office or service-related updates.

Promotional messages only where separately authorized by the recipient.

Opt-in and consent

Consent may be collected through website forms containing a separate, unchecked SMS consent checkbox or through another documented opt-in method permitted by law.

By opting in, you confirm that you are the subscriber or customary user of the mobile number provided and that you authorize Florida Smiles Dental to send messages to that number.

Consent to receive marketing SMS messages is not a condition of purchasing any product, receiving dental services, or scheduling an appointment.

Message frequency

Message frequency may vary depending on your appointments, communications, requested services, and preferences.

Message and data rates

Message and data rates may apply to messages sent to you from us and to messages you send to us. Contact your wireless carrier for information about your mobile plan.

Cancellation instructions

You may cancel the SMS service at any time by replying STOP to the same number that sent you a message. After you send STOP, we may send a final message confirming your unsubscribe request. Following that confirmation, you will no longer receive SMS messages from the applicable program unless you opt in again.

Rejoining the SMS program

After opting out, you must re-enroll through the website or another approved opt-in method before SMS messages can resume.

Help and customer support

Reply HELP for assistance.

Carrier liability

Wireless carriers are not liable for delayed or undelivered messages.

Supported carriers

The program is intended to work with major U.S. wireless carriers and many regional carriers. Delivery and availability are not guaranteed on every carrier, network, or device.

Age restriction

You must be at least 18 years old, or have authorization from a parent or legal guardian, to enroll a mobile number.

Privacy

Our collection and use of information associated with the SMS program is governed by our Privacy Policy .

Mobile information, including SMS opt-in data and consent, will not be shared with third parties or affiliates for their marketing or promotional purposes.

Appointment Requests

Submitting an appointment request through the website does not automatically create or confirm an appointment. An appointment is confirmed only after Florida Smiles Dental communicates acceptance or confirmation of the requested date and time.

You are responsible for providing accurate contact and scheduling information. Availability, providers, procedures, and appointment times may change.

Please contact the appropriate office directly if you need to cancel, reschedule, or confirm an appointment.

Emergency Communications

The website, email, appointment forms, and SMS program are not emergency communication services.

Do not use these services for a life-threatening emergency. Call 911 or seek immediate emergency medical care when appropriate. For urgent dental concerns, call the Wawasee Family Dentistry office directly.

Intellectual Property Rights

The website and its content, including text, graphics, photographs, videos, page designs, logos, trademarks, icons, software, and other materials, are owned by Florida Smiles Dental or used with permission from licensors. Website materials are protected by copyright, trademark, and other intellectual property laws.

We grant you a limited, revocable, nonexclusive, and nontransferable right to access the website for lawful personal and noncommercial use.

Unless expressly authorized in writing, you may not:

Copy, reproduce, republish, or distribute website content.

Modify or create derivative works from website materials.

Sell, sublicense, or commercially exploit website content.

Remove copyright, trademark, or ownership notices.

Use automated tools to scrape, extract, or reproduce website content.

User Submissions and Content

When you voluntarily submit reviews, testimonials, comments, photographs, videos, or other materials for public or promotional use, you represent that:

You own the material or have permission to submit it.

The material does not violate another person’s rights.

The material is accurate and not misleading.

Any authorization required for public use has been properly obtained.

Where you have expressly authorized public or promotional use, you grant Florida Smiles Dental a nonexclusive, worldwide, royalty-free license to use, reproduce, adapt, publish, and display the submitted material for the authorized purpose.

This section does not authorize Wawasee Family Dentistry to publicly disclose protected health information without any authorization required by applicable healthcare privacy law.

Prohibited Conduct

You may not use the website or its services to:

- Violate applicable law or another person's rights.
- Provide false, fraudulent, or misleading information.
- Transmit malware, viruses, or harmful code.
- Attempt unauthorized access to systems or accounts.
- Interfere with website operation or security.
- Collect information about other users without authorization.
- Impersonate another person, patient, provider, or organization.
- Send spam, abusive, threatening, or unlawful communications.
- Use automated systems to overload, scrape, or disrupt the website.

Third-Party Websites and Services

The website may contain links to third-party websites or services, including payment processors, financing providers, insurance resources, maps, social media platforms, scheduling tools, and educational resources.

Online Payments and Commerce

Certain portions of the website may allow you to make a payment or access services provided by a third-party payment processor.

You agree to provide accurate billing information and authorize the applicable processor to process the submitted transaction. Additional terms imposed by the processor may apply.

Insurance estimates are not guarantees of coverage or payment. Patients remain responsible for amounts not paid by an insurer, subject to applicable agreements and law.

Disclaimers

To the fullest extent permitted by law, the website and its content are provided on an "as is" and "as available" basis.

The website will always be available or uninterrupted.

The website will be free from errors or harmful components.

All content will be complete, current, or error-free.

Use of the website will produce a particular medical, dental, financial, or other result.

To the fullest extent permitted by law, we disclaim implied warranties, including warranties of merchantability, fitness for a particular purpose, noninfringement, and title.

Nothing in these Terms excludes a warranty, duty, or liability that cannot legally be excluded.

Limitation of Liability

To the fullest extent permitted by law, Wawasee Family Dentistry and its owners, providers, employees, contractors, affiliates, and service providers will not be liable for indirect, incidental, special, punitive, exemplary, or consequential damages arising from or relating to:

Your use or inability to use the website.

Reliance on general website content.

Temporary service interruptions.

Third-party websites or services.

Unauthorized access outside our reasonable control.

Delayed or undelivered email or SMS communications.

These limitations do not apply to liability that cannot be limited under applicable law or to rights arising from professional dental services that are governed by separate legal standards.

Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless Wawasee Family Dentistry, its owners, providers, employees, contractors, and affiliates from claims, damages, costs, liabilities, and expenses arising from:

Your misuse of the website.

Your violation of these Terms.

Your violation of applicable law.

Your infringement of another person's rights.

False or unauthorized information submitted by you.

We may restrict, suspend, or terminate access to the website or an online service when we reasonably believe a user has violated these Terms, threatened website security, engaged in unlawful conduct, or misused an online service.

Provisions that by their nature should survive termination will remain effective, including intellectual property, disclaimers, limitations of liability, indemnification, and dispute provisions.

Governing Laws and Disputes

We may restrict, suspend, or terminate access to the website or an online service when we reasonably believe a user has violated these Terms, threatened website security, engaged in unlawful conduct, or misused an online service.

Provisions that by their nature should survive termination will remain effective, including intellectual property, disclaimers, limitations of liability, indemnification, and dispute provisions.

Severability and Entire Agreement

If any provision of these Terms is determined to be invalid or unenforceable, that provision will be limited or removed to the minimum extent necessary, and the remaining provisions will remain in effect.

These Terms, together with our Privacy Policy and any additional terms presented for a particular service, constitute the agreement governing your use of the website and related online services.

Changes to These Terms

Wawasee Family Dentistry may update these Terms periodically. The revised Terms will be posted on this page with an updated effective date.

Continued use of the website after revised Terms are posted constitutes acceptance of the updated Terms.