

Terms of Use

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The terms "you," "your," and "yours" refer to you, the visitor to or user of the website. The terms "NuBrace LLC," "we," "us," and "our" refer to NuBrace LLC.

1. Medical Disclaimer

All information contained on this website, including information relating to orthodontic, dental, medical and health conditions, and products and treatments, is for informational purposes only. This information should not be considered complete and is not intended to be used in place of a patient visit, call, consultation or advice of an orthodontist, dentist or medical professional, or any information contained on or in any product packaging or labels. Information obtained by using the website is not exhaustive and does not cover all orthodontic or dental procedures or treatments. The information on this website and any link to other sites is for informational purposes only and is not intended to provide medical advice for any specific medical condition you may have. This website does not create a doctor/patient relationship.

2. Use of the Website's Content

By visiting and using the website, you represent to us that you are at least 13 years old. Further, by visiting and using the website, you represent to us that, if you are under the age of majority in your state (i.e., if you are a minor), you have consent from a parent or legal guardian to do so, and that your parent or legal guardian has read and agreed to these Terms of Use. **IF YOU ARE UNDER THE AGE OF 13, DO NOT USE THE WEBSITE. IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR STATE (I.E., IF YOU ARE A MINOR), DO NOT USE THE WEBSITE WITHOUT CONSENT OF A PARENT OR LEGAL GUARDIAN.**

Subject to these Terms of Use, we grant to you a limited, personal, revocable, non-exclusive, non-transferable license to use the website for your personal use and not for resale or further distribution. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes use of the website, access to the website or any of the content accessible through the website. You agree not to copy or post on any networked computer, broadcast in any media, or to use, modify, distribute, publish, transmit or create derivative works of any material found on our website for any public or commercial purposes. You are not permitted to modify any materials from this website in any way.

Except as expressly provided above, nothing contained in this website will be construed as conferring by implication, estoppel, or otherwise any license or right under any copyright, patent, trademark or other intellectual property right of NuBrace LLC or any third party.

3. User Conduct

You agree to not use the website to:

- post or transmit any material that is unrelated to the subject matter of the website;

- violate or solicit the violation of any applicable local, state, national or international law or regulation;
- violate the rights of any third party, including but not limited to intellectual property rights, contractual rights, and privacy or publicity rights;
- interfere with or disrupt the website, computer servers or boards accessible through the website;
- intentionally seek information on, obtain copies of or modify files or other data or passwords belonging to other users without permission; or harvest usernames, e-mail addresses or other personal information for any purpose;
- impersonate any person, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; use racially, ethnically, or otherwise offensive language; or discuss or incite illegal activity; or use explicit/obscene language or solicit/post sexually explicit images (actual or simulated);
- promote information that you know to be false or misleading or that promotes or facilitates illegal activities, piracy, or conduct that is abusive, threatening, obscene, defamatory or libelous;
- engage in or facilitate the transmission of unsolicited mass mailing or spamming.

You agree to not use. If you do use the website to commit any of the above, NuBrace LLC may, at its sole discretion, terminate your ability to use the website and prosecute you to the fullest extent allowed by law.

4. Feedback and Content Submission

Any comments, feedback, information, suggestions, submissions or materials you submit through or related to this website (a "Submission") will be considered non-confidential by NuBrace LLC. You acknowledge

that you are responsible for the Submissions that you provide, and that you, not NuBrace LLC, have full responsibility for the Submissions, including their legality. By making a Submission, you agree you have the right to do so free of any claims from any third party, and agree to bear sole responsibility and liability for any claims related to such Submission. A user shall not make a Submission unless he/she (and his/her parent or legal guardian) agrees to grant to NuBrace LLC a worldwide, exclusive, perpetual, irrevocable, royalty-free, unconditional, fully paid right and license: (a) to make, have made, use, copy, reproduce, modify and to create derivative works of any Submission, and a non-exclusive right to use the name and likeness of any person mentioned or included in such Submission in connection with any use of the Submission and in connection with any derivative works that may be created from the Submission in any media, software or technology of any kind now existing or developed in the future, including the advertising thereof; (b) to publicly perform or display, import, broadcast, transmit, distribute (directly and indirectly through multiple tiers), license, offer to sell, and sell, rent, lease or lend copies of the Submission and derivative works thereof; and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties, all without expectation of compensation, other than the right to access and use the website pursuant to these Terms of Use.

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6. Other Websites and Resources

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7. Privacy Policy

NuBrace LLC Technology respects your right to privacy. [You can view our privacy policy here.](#)

8. Privacy

We may collect registration and other information about you through the website. Our collection and use of this information is governed by our Privacy Statement available. The [Privacy Statement](#) also explains how your information is used and who has access to it.

9. Disclaimer of Warranties

YOUR USE OF THE WEBSITE AND WEBSITE CONTENT IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND FOR INFORMATIONAL

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10. Limitation of Liability

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SUM OF ONE HUNDRED DOLLARS (\$100). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU, OR SHALL APPLY ONLY TO THE EXTENT ALLOWED BY APPLICABLE LAW.

11. **Copyright/Intellectual Property Infringement**

NuBrace LLC respects the intellectual property rights of others, and requires you to do the same. It is the policy of NuBrace LLC to terminate the access privileges of those who repeatedly infringe the copyright or intellectual property rights of others. If you believe that your work has been posted on the website in a way that constitutes copyright or other intellectual property infringement, please contact NuBrace LLC at the address below and provide the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or intellectual property interest; (2) a description of the work that you claim has been infringed, and identification of the URL or other specific location on the website where the material that you claim is infringing is located; (3) your address, telephone number and e-mail address; (4) a statement by you that you have a good-faith belief that the disputed use is not authorized by the owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner or authorized to act on the owner's behalf.

NuBrace LLC
Attention: Copyright Agent

E-mail: info@nubrace.com

12. **Indemnity**

You agree to indemnify and hold NuBrace LLC, and the Released

Parties, harmless from any costs, damages, expenses and liability, including reasonable attorney's fees, arising out of or related to your use of the website or website content, your violation of these Terms of Use, or your violation of any rights of another person or entity.

13. **Notices**

Notices to you may be made via e-mail. NuBrace LLC may also provide notices of changes to these Terms of Use or the website by displaying notices or links to notices to you generally on the website.

14. **Legal Disputes**

These Terms of Use and your relationship with NuBrace LLC shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and NuBrace LLC agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, USA.

15. **Modification of Agreement**

We may amend these Terms of Use at any time by posting the amended terms on the website and you are responsible for regularly reviewing these Terms of Use. All amendments shall automatically be effective 30 days after they are initially posted on the website. Your use of the website following the effective date of any modifications shall constitute your binding acceptance of those modifications.

16. **General**

These Terms of Use constitute the entire agreement between you and NuBrace LLC with respect to the website and supersede all prior agreements and understandings between you and NuBrace LLC. NuBrace LLC's failure to enforce any provision of these Terms of Use will not be construed as a waiver of any provision or right. In the event that a portion of these Terms of Use is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. Sections 1, 2, 3, 4, 6, 8, 9, 10, 11, 13 and 15 of these Terms of Use shall survive any termination of the Terms of Use.

If you are a California resident, you may have a copy of these Terms of Use e-mailed to you by sending a letter with your e-mail address and a written request for the Terms of Use to: info@nubrace.com.