



LEGAL NOTICE, TERMS AND CONDITIONS, DISCLAIMER

ORA® Oral Surgery & Implant Studio South Loop, LLC Terms of Use

Access to and use of this World Wide Web site www.ChicagoSleepApneaSnoring.com Chicago (the “ORA® ORAL SURGERY & IMPLANT STUDIO Web Site”) is provided subject to these terms and conditions (the “Agreement”), which may be updated by us from time to time.

PLEASE READ THESE TERMS CAREFULLY AS USE OF THIS SITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THIS ORA® ORAL SURGERY & IMPLANT STUDIO WEB SITE.

Agreement

The ORA® ORAL SURGERY & IMPLANT STUDIO Web Site is an Internet-based on-line information and communication service run by ORA® ORAL SURGERY & IMPLANT STUDIO SOUTH LOOP, LLC, an Illinois limited liability company (“ORA® ORAL SURGERY & IMPLANT STUDIO”). The ORA® ORAL SURGERY & IMPLANT STUDIO Web Site is sometimes referred to in this Agreement as the Service.

You agree to be bound by the terms and conditions of this Agreement, which includes the ORA® ORAL SURGERY & IMPLANT STUDIO **Privacy Policy** linked to this Agreement, by accessing or using the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site. ORA® ORAL SURGERY & IMPLANT STUDIO may modify this Agreement at any time by posting an updated version of these Terms of Use on this Web Site, and such modification shall be effective immediately after posting of the modified Agreement. You agree to review this Agreement periodically to ensure that you are aware of any modifications. Your continued access or use of the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site after the modifications have become effective shall be deemed your conclusive acceptance of the modified Agreement.

No Medical Advice

The contents of the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site, such as information, artwork, text, photographs, graphics, video, audio, pictures, images, information obtained from ORA® ORAL SURGERY & IMPLANT STUDIO’s licensors, and other material (collectively, “Content”) contained on the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site is for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician,

surgeon, dentist or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site!

If you think you may have a medical emergency, contact your health services provider or other emergency service immediately. ORA® ORAL SURGERY & IMPLANT STUDIO does not recommend or endorse any specific tests, products, procedures, opinions, or other information that may be mentioned on the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site. Reliance on any information provided by ORA® ORAL SURGERY & IMPLANT STUDIO, ORA® ORAL SURGERY & IMPLANT STUDIO employees, agents, contractors, or others appearing on the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site at the invitation of ORA® ORAL SURGERY & IMPLANT STUDIO, or other visitors to the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site is solely at your own risk.

License and Use of Content

We hereby grant you the right to view and use this ORA® ORAL SURGERY & IMPLANT STUDIO Web Site subject to the terms and conditions of this Agreement. The Content is protected by copyrights, trademarks, services marks, or other proprietary rights and laws. You may only access and use the Content for personal, non-commercial or educational purposes. You may not modify or use the Content available through the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site and its associated Web sites for any other purpose without the express written consent of ORA® ORAL SURGERY & IMPLANT STUDIO. Except as provided below, you may not modify, copy, reproduce, upload, republish, post, transmit or distribute in any way Content available through the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site and its associated Web sites, including computer software and code. You may print Content on the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site for personal, non-commercial or educational purposes only, and you must include any copyright notice originally included with the Content in all copies.

The Content included on the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site is subject to change without notice.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

All media files on the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site are protected by copyright laws. You may not, under any circumstances, reproduce, record, publish, publicly exhibit, or distribute any media files made available for playback on the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site without ORA® ORAL SURGERY & IMPLANT STUDIO's express written consent. You may not link directly to any file located on a ORA® ORAL SURGERY & IMPLANT STUDIO server, and you should not attempt to "pass-off" any of ORA® ORAL SURGERY & IMPLANT STUDIO's Content as your own work.

Privacy

We respect your personal privacy. Please see our Privacy Policy, which is incorporated by reference into this Agreement, for the details of our commitment.

Usage Rules

As a condition of your use of this Service, you warrant to us that you will not use this Service for any purpose that is unlawful or prohibited by this Agreement. We reserve the right to deny you access to any part of this Service at our sole discretion. You are responsible for material that you send to any “discussion” group or blog available through the Service. Communities and newsgroup discussions are not monitored by us for unacceptable use, nor will any statements made in communities and newsgroup discussions be authenticated or endorsed by us.

Links

ORA® ORAL SURGERY & IMPLANT STUDIO may contain links to or advertisements for Web sites operated by other parties. The links or advertisements are provided for your convenience only. Neither we nor our suppliers control such Web sites and we are not responsible for the content and performance of these sites or for your transactions with them. Our inclusion of links to or advertisements for such Web sites does not imply any referral or endorsement of the material on such Web sites or any association with their operators. ORA® ORAL SURGERY & IMPLANT STUDIO does not in any way operate, control or endorse any information, products or services provided by third parties through the Internet. See our **Privacy Policy** regarding information which may be transferred to third parties by using these links or advertisements.

Warranty Disclaimer and Limitation of Liability

The information provided through this Service is for educational and entertainment purposes only and should not be interpreted as a recommendation for a specific treatment plan, product, or course of action.

THIS SERVICE DOES NOT OFFER MEDICAL ADVICE AND NOTHING CONTAINED IN THE SERVICE IS INTENDED TO CONSTITUTE PROFESSIONAL ADVICE FOR MEDICAL DIAGNOSIS OR TREATMENT OR TO ADVOCATE OR RECOMMEND THE PURCHASE OR SELECTION OF ANY PRODUCT, SERVICE OR TO ENDORSE OR GUARANTEE THE QUALIFICATIONS, CREDENTIALS OR APPROPRIATENESS OF ANY HEALTHCARE PROVIDER LINKED TO OR ADVERTISED ON THIS SERVICE. Advice received via this Service should not be relied upon for medical or health decisions and you should consult with an appropriate professional for specific advice tailored to your situation.

You acknowledge that there are certain risks inherent to the use of the services, products or Content that may be offered from time to time by ORA® ORAL SURGERY & IMPLANT STUDIO on the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site (collectively, the “Deliverables”). We and our suppliers make no representations or endorsement about the suitability for any purpose of products and services available through this Service. Although our suppliers or we may update the Deliverables on this Service from time to time, please note that

medical information changes rapidly. Therefore, some of the Deliverables may be out of date and/or may contain inaccuracies or typographical errors.

We and our suppliers do not represent, warrant or guarantee the timeliness, validity, completeness or accuracy of Deliverables made available to you for any particular purpose and we do not represent, warrant or guarantee that the Deliverables will be uninterrupted or error-free or that any defects will be corrected. THE DELIVERABLES ON THIS SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. WE AND OUR SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE DELIVERABLES CONTAINED ON OR MADE AVAILABLE THROUGH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY OF THIS SERVICE, LACK OF VIRUSES, WORMS, TIME BOMBS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES, OR ANY FAILURE TO PROVIDE THE SERVICE.

IN NO EVENT SHALL ORA® ORAL SURGERY & IMPLANT STUDIO AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, OR DAMAGES TO YOUR COMPUTER HARDWARE, DATA, INFORMATION, MATERIALS OR BUSINESS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE DELIVERABLES, THE ORA® ORAL SURGERY & IMPLANT STUDIO WEB SITE OR RELATED WEB SITES, WITH THE DELAY OR INABILITY TO USE THE DELIVERABLES, THE ORA® ORAL SURGERY & IMPLANT STUDIO WEB SITE OR RELATED WEB SITES, THE PROVISION OF OR FAILURE TO PROVIDE DELIVERABLES, OR FOR PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE DELIVERABLES OR ORA® ORAL SURGERY & IMPLANT STUDIO WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE DELIVERABLES OR ORA® ORAL SURGERY & IMPLANT STUDIO WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ORA® ORAL SURGERY & IMPLANT STUDIO OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Deliverables or ORA® ORAL SURGERY & IMPLANT STUDIO Web Site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Deliverables and ORA® ORAL SURGERY & IMPLANT STUDIO Web Site and its related Web sites.

Indemnification

You agree to indemnify, defend and hold harmless ORA® ORAL SURGERY & IMPLANT STUDIO, its officers, directors, employees, agents, physicians, dentists, information providers, partners, advertisers and suppliers from and against all losses, expenses, damages and costs, including reasonable attorney’s fees, resulting from any violation of this Agreement.

Waiver and Release

You agree that neither ORA® ORAL SURGERY & IMPLANT STUDIO, nor its officers, directors, physicians, dentists, employees, agents, information providers, partners, advertisers or suppliers shall have any liability to you under any theory of liability or indemnity in connection with your use of the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site. You hereby release and forever waive any and all claims you may have against ORA® ORAL SURGERY & IMPLANT STUDIO, its officers, directors, employees, agents, information providers or suppliers (including but not limited to claims based upon the negligence of ORA® ORAL SURGERY & IMPLANT STUDIO, its officers, directors, physicians, dentists, employees, agents, information providers, partners, advertisers or suppliers) for losses or damages you sustain in connection with your use of the Deliverables and the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site, including but not limited to damage sustained from viruses, worms, time bombs, trojan horses or other code that manifest contaminating or destructive properties, or any failure to provide the Service. You expressly agree that use of the Deliverables and ORA® ORAL SURGERY & IMPLANT STUDIO Web Site is at your own risk.

User Representations

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement and to use the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site in accordance with this Agreement.

Copyright and Trademark Notices

Copyright ORA® ORAL SURGERY & IMPLANT STUDIO SOUTH LOOP, LLC and/or its licensors, 2011.

All rights not expressly granted herein are reserved.

ORA®, ECO-FRIENDLY DENTISTRY® AND NATURALLY BEAUTIFUL® are registered trademarks of Ora South Loop, Ltd. You may not use any Ora South Loop, Ltd. trademark, service mark, or logo without ORA® South Loop, Ltd.'s express written consent.

Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to provisions relating to conflicts of law. You agree that any legal action or proceeding between ORA® ORAL SURGERY & IMPLANT STUDIO and you for any purpose concerning this Agreement or the parties' obligations under this Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Cook County, Illinois, United States.

Any cause of action or claim you may have with respect to ORA® ORAL SURGERY & IMPLANT STUDIO must be commenced within one (1) year after the claim or cause of action arises. ORA® ORAL SURGERY & IMPLANT STUDIO's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Any waiver of any provision of this Agreement will be effective only if in writing and signed by ORA® ORAL SURGERY & IMPLANT STUDIO.

This Agreement will inure to the benefit of ORA® ORAL SURGERY & IMPLANT STUDIO's successors, assigns and licensees. ORA® ORAL SURGERY & IMPLANT STUDIO may assign its rights and duties under this Agreement to any party at any time without notice to you and thereafter be relieved of any further obligation hereunder.

Notice

ORA® ORAL SURGERY & IMPLANT STUDIO may deliver notice to you under this Agreement by means of electronic mail, a general notice on the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site, or by written communication delivered by first class U. S. mail to your address on record in the ORA® ORAL SURGERY & IMPLANT STUDIO Web Site account information, if any. You may give notice to ORA® ORAL SURGERY & IMPLANT STUDIO at any time by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

ORAL SURGERY & IMPLANT STUDIO SOUTH LOOP, LLC
1827 South Michigan
Chicago, Illinois 60616
Attn: Office Manager

Severability

The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.