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Practice has no obligation to monitor or enforce your intellectual property rights to your User Materials, but you grant Practice the right to protect and enforce its rights to your User Material, including by bringing and controlling actions in your name and on your behalf (at Practice's cost and expense, to which you hereby consent and irrevocably appoint Practice as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

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Practice respects the intellectual property of others and asks you to do the same. If you or any user of this Website believes its copyright, trademark, or other property rights have been infringed by a posting on this Website, you or the user should send notification to Practice immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Information reasonably sufficient to permit Practice to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
4. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit Practice to locate the materials;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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Designated Agent for Claimed Infringement:

Emily Day.

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Likewise, if our Website is linked or referenced in someone else's website or social media, we are not liable for any information provided on or through their website or social media as it is not under our control in any way whatsoever. We accept no liability for any of the views, facts, opinions, or references in our or their Website whatsoever. Information posted on this Website related to or linked to a third party website, may express a perspective which may or may not necessarily reflect our views.

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To use our Website, we may seek personal data or information, including your name, e-mail address, phone number, street address, billing information, interests, or other personally-identifying information (“Personal Information”), or you may offer or provide a comment, photo, image, video, or any other submission to us when using or participating in our Website (“Other Information”).

By providing such Personal Information or Other Information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep your Personal Information safe, secure, and confidential in accordance with these Terms and our full Privacy Policy that may be found on our Website. Practice has reasonable security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration. However, due to the nature of the Internet, we cannot completely ensure or warrant the security of any information transmitted to us or through our Website and, therefore, it is done at your own risk. If you believe that any of your Personal Information is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any Personal Information found to be incorrect.

You agree, however, that whenever you make your Personal Information or Other Information available for viewing by others, such as through our Website, the Personal Information or Other Information that you share also can be seen, collected and used by others and, therefore, we cannot be responsible for any unauthorized use by others of such Personal Information or Other Information that you voluntarily share online or in any other manner.

Termination.

Practice reserves the right in our sole discretion to refuse or terminate your access to the Website, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Website affected by such cancellation or termination. The restrictions imposed on you in these Terms with respect to the Website will still apply now and in the future, even after termination by you or us.

Jurisdiction/Governing Law.

This Website (excluding any linked sites) is controlled by Practice from its offices within the State of Kansas, United States of America. It can be accessed from all fifty states, as well as from other countries around the world. As each of these places has laws that may differ from those of Kansas, by accessing this Website, Practice and you both agree that the statutes and laws of the State of Kansas, without regard to the conflict of laws principles thereof, will apply to all matters relating to the use of this Website.

Practice and you both agree and submit to the exclusive personal jurisdiction and venue of the state and federal courts sitting in Johnson County, Kansas, as applicable, with respect to such matters and any other dispute relating to the Website. In any action to enforce these terms, the prevailing party will be entitled to attorneys' fees and costs. Any cause of action brought by you against Practice or its affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

Severability.

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Waiver.

Any failure by Practice to enforce or exercise any provision of these terms or related rights shall not constitute a waiver of that right or provision.

Miscellaneous.

You may not assign your rights or obligations under these Terms to any third party and any purported attempt to do so shall be null and void. Practice may freely assign its rights and obligations under these Terms.

You agree not to sell, resell, reproduce, duplicate, copy, or use for any commercial purposes any portion of this Website without written permission from Practice.

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If you have any questions about any of these Terms, please contact Practice at info@daylightfunctionalmedicine.com.