

Terms of Use

Effective Date: May 12, 2026

These Terms of Use ("Terms") describe the terms and conditions on which **Todd Curley, DDS** (the "Practice," "we," "our," or "us") provides access to, and governs the use of, this website, located at **toddcurleydds.com** (the "Site") and its associated services including, without limitation, scheduling new patient or returning patient appointments.

These Terms are important, contain legal obligations and affect your legal rights, so please read them carefully. For the avoidance of doubt, these Terms do not apply to your receipt of healthcare services from the Practice.

BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE SITE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE OUR SITE.

No Practice of Dentistry

The information and materials on the Site are for informational and scheduling purposes only and are not intended to be, and must not be taken to be, the practice of dentistry or other healthcare services by the Practice. Use of the Site does not create a provider/patient relationship with the Practice. The Practice is not, through the use of the Site, recommending or endorsing any specific dental treatment for any dental condition, healthcare provider or medication.

Eligible Users

If you are under the age of 18, please do not use the Site without the supervision of a parent or legal guardian who agrees to be bound by these Terms. By using the Site, or by supervising someone using the Site, you represent that you are at least 18 years old and have the full power and authority to enter into these Terms.

Permitted Use of the Site

The information and materials on the Site are provided for general informational purposes. The Practice grants you a limited right to use the Site solely for the purposes of learning about the Practice products or services, including, without limitation, scheduling new patient or returning patient appointments.

Use Restrictions; Proprietary Rights

- **A.** You agree that: (i) you will only use the Site for lawful purposes; (ii) you will not use the Site for any fraudulent purposes or to engage in any illegal, offensive, indecent or objectionable conduct; (iii) you will not use the Site to cause nuisance, annoyance or inconvenience; (iv) you will not impair the proper operation of the Site; (v) you will not try to harm the Site in any way whatsoever; (vi) you will not copy or distribute the Site or any other content without written permission from us; and (vii) you will only use the Site for your internal operations and will not resell it to a third party or otherwise use it for commercial purposes.
 - **B.** You agree to protect the Site and its proprietary content from unauthorized access. You shall not: (i) distribute, sell, or exploit the Site; (ii) copy, reproduce, or create derivative works; (iii) harvest or scrape any content or data; or (iv) decompile or reverse engineer any part of the Site.
 - **C.** The Practice reserves the right to change, suspend, or disable access to the Site at any time without notice or liability.
 - **D.** The Site and its content (text, graphics, logos, "look and feel") are protected under intellectual property laws. You agree that the Practice owns all right, title, and interest in the Site.
 - **E. Feedback:** Any suggestions or feedback provided to the Practice regarding the Site shall become the sole property of the Practice.
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Notice; Electronic Communications

When you visit the Site or send emails to the Practice, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site.

Short Code Terms of Service (SMS)

When you opt-in to our SMS service, we will send a message to confirm your signup. This service is used for appointment reminders and related messages.

- **Opt-Out:** Text **"STOP"** to the short code at any time to unsubscribe.
- **Support:** Text **"HELP"** for instructions or contact toddcurleydds@gmail.com.
- **Rates:** Message and data rates may apply. Carriers are not liable for delayed or undelivered messages.

Privacy

Your use of the Site is also governed by our **Privacy Policy**, which is incorporated into these Terms. Note that the Site Privacy Policy does not describe how we treat your protected health information (**PHI**) under HIPAA. For information regarding PHI, please review our **Notice of Privacy Practices**.

Disclaimer – Warranty

THE SITE AND ITS SERVICES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE PRACTICE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES.

Limitations of Liability

YOUR USE OF THE SITE IS AT YOUR OWN RISK. NEITHER THE PRACTICE NOR ITS AFFILIATES ARE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify and hold harmless Todd Curley, DDS, its officers, employees, and agents from any losses or expenses (including attorneys' fees) resulting from your violation of these Terms.

Dispute Resolution

Any controversy or claim arising out of these Terms shall be determined by **binding arbitration** administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

- The arbitration shall be conducted by a single neutral arbitrator.
- If in-person hearings are required, they shall be held in **Murrieta, California** (or the county in which the practice is located).
- The arbitral award will be final and binding.

Waiver of Jury Trial and Class Actions

YOU AND THE PRACTICE AGREE TO WAIVE THE RIGHT TO A JURY TRIAL. ALL CLAIMS MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Law and Jurisdiction

These Terms are governed by the laws of the **State of California**. Exclusive jurisdiction for any disputes not subject to arbitration shall lie in the courts located in **Riverside County, California**.

General Provisions

- **Assignment:** The Practice may assign its rights under these Terms at any time without notice.
- **Severability:** If any provision is found invalid, the remaining provisions remain in full effect.
- **Entire Agreement:** These Terms and the Privacy Policy constitute the entire agreement between you and the Practice regarding Site use.

Changes to these Terms

The Practice may modify these Terms at any time. Your continued use of the Site constitutes acceptance of the updated Terms.

Questions about these Terms

If you have any questions regarding these Terms, please contact us:

Todd Curley, DDS

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Email: toddcurleydds@gmail.com

Mail:

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