

**DR. ANISSA HOLMES, LLC
ONLINE TERMS OF USE**

Last Modified: **April 1, 2019**

ACCEPTANCE OF THE TERMS OF USE

These terms of use (“**Terms of Use**”) are entered into by and between you and Dr. Anissa Holmes, LLC d/b/a Delivering Wow (“**DWOW**,” “**we**,” “**our**” or “**us**”). These Terms of Use govern your access to and use of www.dentalfbbootcamp.com, www.deliveringwow.com, <https://deliveringwowcourse.com/social>, www.DentalProfitAcademy.com, and any other website that contains a link to these Terms of Use (the “**Sites**”) and the Delivering Wow mobile application (the “**App**”) (collectively, the “**Services**”) including any content, functionality, and products offered on or through the Services.

Please read the Terms of Use carefully before you start to use the Services. By using the Services, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at www.deliveringwow.com/privacypolicy If you do not agree with these Terms of Use and the Privacy Policy, you must not access or use the Services.

The Services are only offered and available to users who are 13 years of age or older. By using the Services, you represent and warrant that you are of legal age to accept these Terms of Use as a binding contract with DWOW and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in the “**GOVERNING LAW AND JURISDICTION**” section will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Services.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Additionally, when we make a material change to these Terms of Use, we will post a notice on the Services.

TERMINATION/EXCLUSION

You understand that the Services are provided as a courtesy to you and that we may modify, suspend, or terminate all or a portion of the Services at any time in our discretion without prior notice to you. We reserve the right, in our sole discretion, to revoke, terminate, or suspend any privileges associated with use of the Services or failure to comply with these Terms of Use, and to take any other action we deem appropriate. You agree that DWOW shall not be liable to you or any third party for any termination of your access to the Services.

YOUR ACCESS AND USE OF THE SERVICES AND YOUR ACCOUNT(S)

Your right to access and use the Services is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Services for lawful purposes and pursuant to the terms and conditions of these Terms of Use and the DWOW Privacy Policy www.deliveringwow.com/privacypolicy

Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that DWOW, in its sole discretion, may elect to take. DWOW reserves the right to suspend or discontinue the availability of the Services and/or any portion or feature of the Services at any time in its sole discretion and without prior notice.

You Must Maintain the Integrity of Your Information. To use the Services, you may be required to provide DWOW with information about you (“**Personal Information**”). If you provide Personal Information to DWOW, then you agree to provide true, current, complete, and accurate information, and to not misrepresent your identity. You also agree to keep Personal Information current, and to update your Personal Information if any of it changes. DWOW’s collection, use, and disclosure of Personal Information are governed by this Terms of Use and the DWOW Privacy Policy www.deliveringwow.com/privacypolicy

You Must Maintain the Security of Any Password Issued to You. Access to the Services may be account-based. To access and/or use the Services, you may be required to register an account and create a password or log in to an account created for you. It is your sole responsibility to maintain the security of that password and to immediately change the password if it was provided to you by a third party. You agree that DWOW shall not be liable for any loss that you may suffer as a result of the authorized or unauthorized use of your password or account by a third party.

You Must Notify DWOW of a Breach. You agree to immediately notify DWOW of any unauthorized use of your password, any unauthorized use of any account that you may have with DWOW, any violation of this Agreement, or any other breach of security known to you in connection with the Services, by sending an email to Privacy@deliveringwow.com.

FINANCIAL TRANSACTIONS AND ACCOUNTS

You acknowledge and agree that DWOW is authorized, but not required, to act on payment instructions received from anyone using your account on the Services. You authorize DWOW or its third party payment processors to (a) initiate debits or charges against your financial account or credit card periodically for the amount then due for services or other charges due (if any); and (b) initiate any other debits or credits authorized by you or anyone using an account registered to you. All payments must be made in U.S. dollars from a U.S. bank or via alternative payment methods made available by DWOW. You acknowledge that transactions may be facilitated by a third party payment processor, and agree that DWOW may receive from and share with third party payment processors your information, including information about your financial accounts, for this purpose and any other purpose disclosed in DWOW’s Privacy Policy. You are responsible for paying all taxes on any service purchased or other charges. If DWOW is

obligated to collect any taxes, such taxes will be added to your account. To cancel future services and billing without an annual contract, login to the portal to cancel.

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SUBMISSIONS

DWOW is always interested in hearing from you regarding our products and services, or questions or comments about our Services. However, unless we directly ask you for a submission in some form, please do not submit to us ideas, notes, drawings, concepts or other information (collectively, “**Submissions**”).

When you submit either solicited or unsolicited Submissions, you grant DWOW a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable, and transferable (in whole or part) worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights, and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform, and otherwise exploit such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity.

PROHIBITED USES

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to access or use the Services in any unlawful way or for an unlawful or illegitimate purpose, including without limitation in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries.) You shall not post or transmit via the Services (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening, or hateful to any person; (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity of others; or (d) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

You shall not attempt to disrupt the operation of the Services in any manner, including through the use of methods such as denial-of-service attacks, flooding, or spamming, and you will not transmit, distribute, introduce, or otherwise make available in any manner through the Services any computer virus, keyloggers, spyware, worms, Trojan horses, time bombs, or any other malicious or harmful code. You shall not use the Services in any manner that could damage, disable, or impair our services or networks. You shall not attempt to gain unauthorized access to any computer systems or networks, through hacking, password mining, or any other means. You

shall not use any robot, scraper, or other means to access the Services. Furthermore, you shall not impersonate or attempt to impersonate DWOW, a DWOW employee, another user, or any other person or entity, or engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm DWOW or the users of the Services or expose them to liability.

COOPERATION WITH LAW ENFORCEMENT

We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of any posting materials on or through the Services. YOU WAIVE AND HOLD HARMLESS DWOW AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER DWOW, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

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INDEMNIFICATION

You agree to indemnify, defend, and hold harmless DWOW, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorneys’ fees and costs) arising from your access to or use of the Services, your violation of these Terms of Use, or your infringement of any intellectual property or other right of any person or entity.

GOVERNING LAW AND JURISDICTION

All matters relating to the Services and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida, USA, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Any legal suit, action, or proceeding arising out of or related to these Terms of Use or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the City of Oakland Park and the County of Broward, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

WAIVER AND SEVERABILITY

No waiver by DWOW of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of any other term or condition, and any failure of DWOW to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

COPYRIGHT INFRINGEMENT CLAIMS

DWOW respects the intellectual property rights of others. It is DWOW's policy to comply with the Digital Millennium Copyright Act, title 17, United States Code, Section 512, including, without limitation, responding to notices of alleged copyright infringement, and other applicable intellectual property laws.

When reporting infringing material to DWOW ("**DMCA Notice**") please provide: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit DWOW to locate the material; (d) information reasonably sufficient to permit DWOW to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (e) 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, its agent, or the law; and (f) 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.

Pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512(c)(2)), DWOW's designated agent to receive notices and counter notices of claimed infringement is:

via mail:DMCA Notice
Dr. Anissa Holmes, LLC
Attn: Head of Security
2321 NW 30th Ct
Oakland Park, FL 33311
via telephone: 1 (954) 607-7716
via email: Privacy@deliveringwow.com

If you wish to report infringing materials other than for copyright infringement, please provide as much of the above information as possible. Although DWOW reserves the right to remove any material that it believes in good faith to be infringing material that is used without authorization by any user of the Services, we are not obligated to do so except in accordance with the Digital Millennium Copyright Act. We also reserve the right to suspend or delete the account of any repeat offender.

ENTIRE AGREEMENT

These Terms of Use, our Privacy Policy, and any other terms linked on the Services, such as Terms of Purchase, constitute the sole and entire agreement between you and DWOW regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

YOUR COMMENTS AND CONCERNS

If you have questions, comments, concerns, or feedback regarding these Terms of Use or the Services, please contact DWOW via any of the methods set forth below:

- Via telephone: 1 (954) 607-7716
- Via mail: Dr. Anissa Holmes, LLC
Attn: Head of Security
2321 NW 30th Ct
Oakland Park, FL 33311
- Via email: Privacy@deliveringwow.com