AGREEMENT BETWEEN USER AND ESPRIT COSMETIC SURGEONS

The Web Site is comprised of various Web pages operated by Esprit Cosmetic Surgeons.

The Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Web Site constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

Reserves the right to change the terms, conditions, and notices under which the Web Site is offered, including but not limited to the charges associated with the use of the Web Site.

LINKS TO THIRD PARTY SITES

The Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of and is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. is not responsible for webcasting or any other form of transmission received from any Linked Site. is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Web Site, you warrant to that you will not use the Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Web Site in any manner which could damage, disable, overburden, or impair the Web Site or interfere with any other party's use and enjoyment of the Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Web Sites.

USE OF COMMUNICATION SERVICES

The Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
Conduct or forward surveys, contests, pyramid schemes or chain letters.

Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.

Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

Restrict or inhibit any other user from using and enjoying the Communication Services.

Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

Harvest or otherwise collect information about others, including e-mail addresses, without their consent.

Violate any applicable laws or regulations.

has no obligation to monitor the Communication Services. However, reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in ’s sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. does not control or endorse the content, messages or information found in any Communication Service and, therefore, specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized spokespersons, and their views do not necessarily reflect those of .

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

MATERIALS PROVIDED TO OR POSTED AT ANY WEB SITE

does not claim ownership of the materials you provide to (including feedback and suggestions) or post, upload, input or submit to any Web Site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting , its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in ’s sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEB SITE AT ANY TIME. ADVICE RECEIVED VIA THE WEB SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE WEB SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY
APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEB SITE, WITH THE DELAY OR INABILITY TO USE THE WEB SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF 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 WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEB SITE.

SERVICE CONTACT:

TERMINATION/ACCESS RESTRICTION

reserves the right, in its sole discretion, to terminate your access to the Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Oregon, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Washington County, Oregon, U.S.A. in all disputes arising out of or relating to the use of the Web Site. Use of the Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and as a result of this agreement or use of the Web Site. ’s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of ’s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Web Site or information provided to or gathered with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and with respect to the Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and with respect to the Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

COPYRIGHT AND TRADEMARK NOTICES:

All contents of the Web Site are: Copyright 2004-2018 by and/or its suppliers. All rights reserved.

TRADEMARKS

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.
The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

AGREEMENT TO TERMS OF USE

This World Wide Web site with its home page in the domain "espritcosmetic.com" hereinafter referred to as the Website, is an information service provided by Timothy P. Connall, M.D., P.C. (doing business as: Esprit Cosmetic Surgeons and Connall Cosmetic Surgery ), hereinafter referred to as , at no charge to users of the World Wide Web, with the express condition that these users agree to be bound by the terms and conditions set forth in this Terms of Use Agreement. reserves the right to change these terms and conditions at any time, and you agree to abide by the most recent version of this Terms of Use Agreement each time you view and use the Website. You are accordingly advised to consult the Terms of Use Agreement each time you view and use the Website. Do not use the Website if you do not agree to all of the following terms and conditions:

USER AGE REQUIREMENT

You represent and warrant that you are at least 18 years of age and that you have the legal right and ability to enter into and be bound by these Terms of Use. You represent and warrant that you have read these Terms of Use and that you agree to be bound by them and to comply with your responsibility as stated in these Terms of Use.

INFORMATION IS FOR GENERAL USE ONLY

You acknowledge that the information on the Website is provided 'as is' for general information only. It is not intended to provide medical advice, and should not be relied upon as a substitute for consultations with qualified health professionals who are familiar with your individual medical needs. Esprit Cosmetic Surgeons makes no warranties of any kind regarding this Website, including but not limited to any warranty of accuracy, completeness, currency, reliability, merchantability or fitness for a particular purpose, or any warranty that these pages, or the computer server which makes them available, are free of viruses or other harmful elements, and such warranties are expressly disclaimed.

LINKS TO OTHER SITES ARE FOR CONVIENCE ONLY

We may provide links on the Website to other websites, which are not under the control of. In general, any website which has an address (or URL) not containing "espritcosmetic.com" is such a website. These links are provided for convenience or reference only and are not intended as an endorsement by of the organization or individual operating the website or a warranty of any type regarding the website or the information on the website.

COPYRIGHT STATEMENTS

The works of authorship contained in this Website, including but not limited to all design, text and images, are owned or licensed by, or its suppliers and contributors, and may not be copied, reproduced, transmitted, displayed, performed, distributed, rented,
sublicensed, altered, stored by subsequent use or otherwise used in whole or in part in any manner without prior written consent, except that the user may make such temporary copies in a single computer's RAM and hard drive as is necessary to browse the Website, and that the user may produce one permanent printout of each page of the Website (unmodified in form, with a copy of this Terms of Use Agreement attached) to be used by the user for personal and non-commercial uses which do not harm the reputation of .

All text and electronic images on this Website are copyrighted materials, which are registered copyrights, unregistered common law copyrights, registered trademarks or sales marks of TPC MD PC, its suppliers or contributors. Any attempt to infringe upon or to circumvent these copyrights or trademarks will subject the infringing individual or organization to severe criminal and civil penalties as prescribed by law.

PHOTO MATERIALS

The photos in the photo gallery and testimonial pages are of actual patients of Esprit Cosmetic Surgeons. Photographs of models are labeled as such and are not intended to represent actual or potential surgical results.

USE OF SITE DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP

Use of this website including, but not limited to, transmissions of e-mail to through this website, does not create a physician/patient relationship between you and or any of ’s physicians or staff members. E-mail responses from are to provide general information only and are not intended to be medical advice and do not create a physician/patient relationship between you and .

E-MAIL COMMUNICATION

While will respect and attempt to maintain the confidentiality of e-mail transmission between users of this website and , because of the inherent security risks of e-mail transmissions, privacy of e-mails between the user and is not assured. The user agrees to hold harmless from any claims or actions related to loss of confidentiality or any other type of potential damages resulting from e-mail transmissions between the user and .

PRIVACY POLICY

is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the Web site and governs data collection and usage. By using the website, you consent to the data practices described in this statement.

Collection of your Personal Information

collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number. also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

There is also information about your computer hardware and software that is automatically collected by . This information can include: your IP address, browser type, domain names, access times and referring Web site addresses. This information is used by for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Web site.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through public message boards, this information may be collected and used by others. Note: does not read any of your private online communications.
encourages you to review the privacy statements of Web sites you choose to link to from so that you can understand how those Web sites collect, use and share your information. is not responsible for the privacy statements or other content on Web sites outside of the and family of Web sites.

**Use of your Personal Information**

collects and uses your personal information to operate the Web site and deliver the services you have requested. also uses your personally identifiable information to inform you of other products or services available from and its affiliates. may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

does not sell, rent or lease its customer lists to third parties. may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to , and they are required to maintain the confidentiality of your information.

does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

keeps track of the Web sites and pages our customers visit within , in order to determine what services are the most popular. This data is used to deliver customized content and advertising within to customers whose behavior indicates that they are interested in a particular subject area.

Web sites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on or the site; (b) protect and defend the rights or property of ; and, (c) act under exigent circumstances to protect the personal safety of users of , or the public.

**Use of Cookies**

The Web site use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize pages, or register with site or services, a cookie helps to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Web site, the information you previously provided can be retrieved, so you can easily use the features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the services or Web sites you visit.

**Security of your Personal Information**

secures your personal information from unauthorized access, use or disclosure. secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other Web sites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.
Changes to this Statement

will occasionally update this Statement of Privacy to reflect company and customer feedback. encourages you to periodically review this Statement to be informed of how is protecting your information.

Contact Information

welcomes your comments regarding this Statement of Privacy. If you believe that has not adhered to this Statement, please contact at. We will use commercially reasonable efforts to promptly determine and remedy the problem.

HIPPA PRIVACY POLICY

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

This notice of Privacy Practices describes how we may use and disclose your protected health information (PHI) to carry out treatment, payment or health care operations (TPO) and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

Uses and Disclosures of Protected Health Information

Your protected health information may be used and disclosed by your physician, our office staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to pay your health care bills, to support the operation or the physician's practice, and any other use required by law.

Treatment: We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, we would disclose your protected health information, as necessary, to a home health agency that provides care to you. For example, your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you. Payment: Your protected health information will be used, as needed, to obtain payment for your health care services. For example, obtaining approval for a hospital stay may require that your relevant protected health information be disclosed to the health plan to obtain approval for the hospital admission.

Healthcare Operations: We may use or disclose, as-needed, your protected health information in order to support the business activities of your physician's practice. The activities include, but are not limited to, quality assessment activities, employee review activities, training of medical students, licensing, and conducting or arranging for other business activities. For example, we may disclose your protected health information to medical school students that see patients at our office. In addition, we may use a sign-in sheet at the registration desk where you will be asked to sign your name and indicate your physician. We may also call you by name in the waiting room when your physician is ready to see you. We may use or disclose your protected health information, as necessary, to contact you to remind you of your appointment.

We may use or disclose your protected health information in the following situations without your authorization. These situations include: as Required By Law; Public Health issues as required by law; Communicable Diseases; Health Oversight; Abuse or Neglect; Food and Drug Administration requirements; Legal Proceedings; Law Enforcement; Coroners, Funeral Directors, and Organ Donation; Research; Criminal Activity; Military Activity and National Security; Worker's Compensation; Inmates; Required Uses and
Disclosures. Under the law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500.

Other Permitted and Required Uses and Disclosures: Will be made Only with Your Consent, Authorization or Opportunity to Object unless required by law.

You may revoke this authorization, at any time, in writing, except to the extent that your physician or the physician’s practice has taken an action in reliance on the use or disclosure indicated in the authorization.

Your Rights

Following is a statement of your rights with respect to your protected health information.

You have the right to inspect and copy your protected health information. Under federal law, however you may not inspect or copy the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or preceding; and protected health information that is subject to law that prohibits access to protected health information.

You have the right to request a restriction of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in the Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply. Your physician is not required to agree to a restriction that you may request. If physician believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. You then have the right to use another Healthcare Professional.

You have the right to request to receive confidential communications from us by alternative means or at an alternative location. You have the right to obtain a paper copy of this notice from us, upon request, even if you have not agreed to accept this notice alternatively i.e. electronically.

You may have the right to have your physician amend your protected health information. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.

We reserve the right to change the terms of this notice and will inform you by mail of any changes. You then have the right to object or withdraw as provided in this notice.

Complaints

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our privacy contact of your complaint. We will not retaliate against you for filing a complaint.

This notice was published and becomes effective on or before April 14, 2003.

We are required by law to maintain the privacy of, and provide individuals with this notice of our legal duties and privacy practices with respect to protected health information. If you have any objections to this form, please ask to speak with our HIPAA Compliance Officer in person or by phone at our Main Phone Number.