



Terms of Use

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These Terms apply to all of your access to and use of this Site. By accessing, browsing and/or otherwise using the Site, you, your agents and authorized representatives are indicating that you have read and agree to follow and be bound by these Terms. Please read these Terms. **If you do not agree to these Terms, do not access or use the Site.**

Although ABPD may attempt to notify you when some changes are made to these Terms, we may modify these Terms at any time and from time to time in our sole discretion without notice to you. You should periodically review these Terms carefully in order to make sure that you are aware of the most current terms and conditions for the use of the Site because any use or viewing of the Site by you after any change to these Terms, whether or not you have reviewed the amended Terms, constitutes your acceptance of these Terms as changed. These Terms as amended from time to time shall remain in full force and effect anytime you use or access the ABPD Site.

You must be at least 13 years of age to use the Site. If you are between the ages of 13 and 18, you may only use the Site with the consent and involvement of your parent or legal guardian. By accessing, browsing and/or otherwise using the Site, you represent and warrant: (i) that you are at least 18 years of age or (ii) that, as parent or guardian, you agree to these Terms of Use and ABPD's Privacy and Security Policy and authorize your child who is between the age of 13 and 18 to use the Site, subject to your responsibility for their conduct.

Use of the Site

General

This Site may contain certain proprietary notices and intellectual property information, the terms of which must be observed. Information on the Site may contain technical inaccuracies or typographical errors. Information may be changed or updated at ABPD's discretion without notice. ABPD does not warrant or represent that any information at the Site is either correct or current.

Information You Submit.

All information you submit to us shall be true, accurate and complete. No information or material provided to ABPD by you, or an agent working on your behalf, may (i) contain vulgar, obscene, threatening, or otherwise unlawful language or material; (ii) reasonably under the circumstances might be deemed threatening, abusive, harassing, tortuous, vulgar, hateful, or racially, ethnically, or otherwise

offensive or discriminatory; (iii) be tortuous, defamatory, libelous, invasive of another person's privacy, or violate another person's publicity rights; (iv) bear any false, disguised, or misleading origin; or (v) be confidential and you do not have a right to disclose. By sending content, information or material, you grant ABPD an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit, and/or distribute materials or information, and you represent and warrant that you own or otherwise control all of the rights to such information or materials and that ABPD is free to use ideas, concepts, know-how or techniques that you send us without any compensation or acknowledgment.

Conduct.

As a condition of use of the Site, you represent and warrant that you shall not use the Site for any purpose that is unlawful or prohibited by these Terms. You agree to abide by all applicable local, state, national and international laws and regulations and you shall be solely responsible and liable for all acts or omissions that occur while you access the Site. By ways of example, and not as a limitation, you agree:

- Not to transmit or upload any material to the Site that contains viruses, horses, worms, time bombs, or any other harmful or deleterious programs;
- Not to interfere with or disrupt the Site or the networks or servers hosting the Site;
- Not to delete any legal notices, disclaimers or proprietary notices
- Not to misrepresent your identity or credit/credit card information;
- Not to attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to the Site, or information accessible via the Site through password misuse, mining or any other means; and
- Not to interfere with ABPD or another authorized party's use and enjoyment of the Site.

Links to Other Web Sites.

This Site may contain links to other websites. ABPD is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ABPD of the subject website or any association with its operators. ABPD does not have control over, and is in no manner responsible or liable for, the availability, accuracy and content of the websites to which this Site is linked. ABPD makes no representations whatsoever about any other site you may access through this Site. Any concerns regarding any product or service offered by a website to which this Site is linked or the link itself should be directed to the operator of that specific website and not to ABPD.

Monitoring of Site.

ABPD has no obligation to monitor use of the Site or retain the content of any of the sessions on the Site. However, ABPD reserves the right at all times to monitor, review, retain and/or disclose any information necessary to satisfy any applicable law, regulation, legal process, governmental request or the business needs of ABPD.

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Termination of Use.

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Limitation of Liability.

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IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, ABPD IS FOUND TO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF YOUR USE OF THE SITE OR ANY ITEMS SOLD THROUGH OR THE SITE OR SERVICES PROVIDED OR MADE AVAILABLE IN CONNECTION WITH THE SITE, ABPD'S LIABILITY SHALL IN NO EVENT EXCEED US\$1,000.00.

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Indemnification.

You shall indemnify, defend and hold ABPD and its officers, directors, employees, shareholders, members or agents harmless from all damages, liabilities and expenses (and all legal costs including attorneys' fees, court costs, expenses and settlements resulting from any action or claim) arising out of, connected with or resulting from any violation of these Terms by you or your use of the Site or information provided by you to the Site.

Services Offered by ABPD Company.

Information.

Unless indicated otherwise, most services featured on the Site are available directly from or through ABPD or third parties who have contracted to provide such services by or through ABPD. ABPD has made a conscientious effort to display and describe the services on the Site accurately so that you can get a good idea of their design and use, and of the services offered. Furthermore, ABPD is constantly improving its services and information about its services.

Warranties.

All information generated on the Site is subject to change without notice. ABPD reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. All information of any sort related to the services offered on the Site should be independently confirmed and verified by you.

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TO THE EXTENT ANY STATE SPECIFICALLY APPLICABLE TO YOU LAW PROHIBITS THE WARRANTY LIMITATIONS, DISCLAIMERS AND/OR EXCLUSIONS SET FORTH IN THESE TERMS, SUCH LIMITATIONS, DISCLAIMERS AND/OR EXCLUSIONS SHALL NOT APPLY TO YOU.

Placing Orders on the Site.

You may be allowed to place an order for services on this Site. All such orders and purchases are subject to the Terms, including the following:

Limitations.

Receiving a web order confirmation via e-mail or an online ordering confirmation does not guarantee the acceptance of an order by ABPD. ABPD may, at its own discretion, limit or cancel services purchased per person or per order. ABPD also reserves the right to reject any order you place with us. These restrictions may include orders placed by the same Site account, the same credit card, and orders that use the same billing and/or shipping address. In the event we make a change to an order, we will attempt to notify you by contacting the e-mail, phone and/or billing address provided at the time the order was made. ABPD reserves the right to discontinue any services listed on the Site at any time without notice.

We may require your signature and a government issued photo ID from you prior to allowing you to participate in the services offered by ABPD.

Terms of Service.

ABPD's acceptance of any order is subject to your assent to all of the terms and conditions set forth in these Terms. No addition or modification of these Terms shall be binding upon ABPD unless agreed to by ABPD in writing. If other correspondence contains terms or conditions contrary to these Terms or any terms and conditions contained in ABPD's acknowledgment, ABPD's acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by ABPD of any of the terms and conditions contained in ABPD's acknowledgment.

Sales Tax Policy.

Because ABPD does business throughout the United States and collects and remits sales tax as required by law, the Site also collects and remits sales tax as appropriate. If you have tax-exempt status, please visit any of our ABPD stores or contact us in any manner specified in these Terms of Use. At this time, tax-exempt sales (for individuals or products) are not available on this Site or by any of the ABPD

customer solutions functions. The only means of tax-exempt sales is for you to complete the tax-exempt forms available upon request.

Payment for Services

You may pay for services with the following major credit cards issued in the United States of America: Visa®, MasterCard®, American Express®, Discover®. When an order is submitted, ABPD may pre-authorize your order amount with your credit card provider at the time you place the order, which may have an effect on your available credit line. Please contact your credit card provider for more information. Also, please note that the total purchase price of your order will be reserved on your credit card at the time your order is placed and could remain reserved for a total of up to 7 business days (depending on your banking institution's policies), even if your order is canceled.

No Assignment.

Rights and privileges under these Terms may not be assigned and obligations under these Terms may not be delegated without the prior written consent of ABPD. Any actual or attempted assignment without ABPD's prior written consent shall entitle ABPD to cancel such order upon notice to customer.

Contact ABPD.

If you have any questions about these Terms or need to contact us for any reason identified herein, you may [Click Here](https://www.abpd.org/Contact/Default.aspx) to be directed to <https://www.abpd.org/Contact/Default.aspx>. Or send your request by mail to:

American Board of Pediatric Dentistry
5034 Thoroughbred Lane, Ste A
Brentwood, TN 37027

Please be sure to include the following information:

- Name
- Return address
- E-Mail address if available
- Telephone number (area code first)
- Order date
- Reason for your correspondence

We want your experience at the Site to be as satisfying as possible. The ordering and contact information listed above will provide answers to most of your questions. If you have others, please let us know.

Miscellaneous

Force Majeure.

ABPD shall not be liable for delay or failure in any of its performance hereunder or a failure of the Site due to causes beyond its reasonable control, including, but not limited to, an act of God, war, terrorism,

epidemic/pandemic, natural disaster, governmental regulations, communication or utility failures or the failures or acts of third parties.

Jurisdiction and Governing Law.

These Terms shall be construed, governed and enforced under the laws of the United States and the State of Tennessee (without regard to rules governing conflict of laws). You agree that venue for all actions, relating in any manner to these Terms, shall be in Davidson County, Tennessee. In the event that Arbitration and Class Action Waiver is found to be unenforceable, each party hereby consents and submits to the in personam jurisdiction of the federal or state courts located in Davidson County, Tennessee, and to the extent permitted by law, hereby consents that all services of process may be made by any nationally recognized overnight courier, or by certified or registered mail, postage prepaid and return receipt requested. Each party waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above. Each party agrees that a final judgment in any such action shall be conclusive and may be enforced in any other jurisdiction in any manner provided by law.

Arbitration and Class Action Waiver

Please read this carefully. It affects your rights.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR INTERACTION WITH ABPD OR THIS SITE WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN A COURT PROCEEDING.

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. You and ABPD hereby agree that the Federal Arbitration Act, 9 U.S.C. 1, et seq. (“FAA”) applies to this agreement to arbitrate and governs all questions of whether a dispute is subject to arbitration. Unless you and we agree otherwise in writing, arbitration shall be administered by the American Arbitration Association’s Consumer Arbitration Rules in effect at the time of filing of the arbitration (the “AAA’s Rules”). However, just as a court would, the arbitrator or arbitrators must honor the terms and limitations in this Agreement, and can award damages and relief (including any attorneys’ fees) authorized by law and/or the AAA’s Rules. The arbitration decision and award are final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court of competent jurisdiction. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND ABPD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.

THIS AGREEMENT DOES NOT ALLOW FOR CLASS ARBITRATIONS EVEN IF THE PROCEDURES OR RULES OF THE AAA WOULD. RATHER, YOU AND WE ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL, BILATERAL BASIS. FURTHER, AND UNLESS YOU AND ABPD AGREE OTHERWISE IN WRITING, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY’S CLAIMS WITH ANY OTHER PARTY’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

You and ABPD are each responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration.

This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

If any term of this Section (Arbitration and Class Action Waiver) is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Severability.

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of these Terms will continue in full force and effect.

Waiver.

No waiver of any breach of a provision of these Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof and no waiver shall be effective unless made in writing.

Modifications.

ABPD may modify these Terms at any time, at its discretion, and modifications are effective upon being posted on the Site. You are responsible for reviewing these Terms to ensure that you are aware of any changes made to the Terms.

The current version of these Terms is October 21, 2020