

TERMS AND CONDITIONS

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

MODIFICATION OF THESE TERMS OF USE

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

LINKS TO THIRD PARTY SITES

This Practice Web Site may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of this Practice and this Practice 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. This Practice is not responsible for webcasting or any other form of transmission received from any Linked Site. This Practice is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by this Practice of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

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

USE OF COMMUNICATION SERVICES

This Practice 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 or 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 email addresses, without their consent.
- Violate any applicable laws or regulations.

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

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.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS PRACTICE WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THIS PRACTICE AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THIS PRACTICE WEB SITE AT ANY TIME. ADVICE RECEIVED VIA THIS PRACTICE 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.

THIS PRACTICE 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 This Practice WEBSITE 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. THIS PRACTICE 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 THIS PRACTICE 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 THIS PRACTICE WEB SITE, WITH THE DELAY OR INABILITY TO USE THIS PRACTICE 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 THIS PRACTICE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS

PRACTICE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THIS PRACTICE 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 THIS PRACTICE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS PRACTICE WEBSITE.

COPYRIGHT AND TRADEMARK NOTICES:

All contents of this website are Copyright © 2023 Pain West. All Rights Reserved. All logos are trademarks and service marks of Pain West. All other trademarks, service marks and logos used in this website are the property of their respective owners.

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

Please contact us by phone at 402-505-7989 or by mail at 701 Pinnacle Drive, Suite 105, Papillion, NE 68046.