

Terms of Service for Evelina Smiles

Effective Date: July 1, 2026 **Last Updated:** June 17, 2026

These Terms of Service ("Terms") govern your access to and use of the website located at EvelinaSmiles.com and any related online features (collectively, the "Website"), operated by Evelina Smiles ("we," "us," or "our"). Please read these Terms carefully.

Acceptance of These Terms

By accessing or using the Website, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated here by reference. If you do not agree to these Terms, please do not use the Website.

Important: The Website Is Informational Only

The Website provides general information about Evelina Smiles and the dental services we offer. **The content on the Website is for general informational purposes only. It is not dental, medical, or other professional advice, and it is not a substitute for an in-person examination, diagnosis, or treatment by a licensed dentist or other qualified health care provider.**

You should not rely on information on the Website to diagnose or treat any dental or medical condition. Always seek the advice of your dentist or physician regarding any questions you may have about a dental or medical condition or treatment.

No Dentist-Patient Relationship

Using the Website, submitting a form, or contacting us through the Website does not create a dentist-patient relationship between you and Evelina Smiles. A dentist-patient relationship is established only after you are accepted as a patient and seen in our office in accordance with our standard procedures.

Dental and Medical Emergencies

The Website is not for use in medical or dental emergencies. If you are experiencing an emergency, call 911 or go to the nearest emergency room immediately. Do not use the Website's contact or appointment-request features to seek emergency care, and do not rely on those features for urgent communications, as we may not see them in time.

Appointment Requests

The Website may allow you to request an appointment. Submitting an appointment request does not confirm, schedule, or guarantee an appointment. An appointment is confirmed only when we communicate confirmation to you directly. We may decline, reschedule, or follow up on any request at our discretion.

Acceptable Use

You agree to use the Website only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Website in any way that violates any applicable law or regulation;
- Attempt to gain unauthorized access to the Website, its servers, or any connected systems;
- Introduce viruses, malware, or other harmful code;
- Use any automated means, including scrapers or bots, to access or collect data from the Website;
- Interfere with or disrupt the operation of the Website or the servers or networks supporting it; or
- Submit false information or impersonate any person or entity through the Website.

Intellectual Property

The Website and all of its content — including text, graphics, logos, images, photographs, and the Evelina Smiles name and branding — are owned by or licensed to Evelina Smiles and are protected by copyright, trademark, and other laws. You may view and use the Website for your own personal, non-commercial use. You may not copy, reproduce, distribute, modify, or create derivative works from any part of the Website without our prior written permission.

Third-Party Links

The Website may contain links to third-party websites or services that we do not own or control. We provide these links for convenience only and are not responsible for the content, policies, or practices of any third-party site. Your use of third-party sites is at your own risk and subject to their terms.

Privacy

Your use of the Website is also governed by our Privacy Policy, which explains how we handle information collected through the Website. Information that we collect or create as your dental care provider is governed separately by our Notice of Privacy Practices under HIPAA.

Disclaimer of Warranties

The Website is provided on an "as is" and "as available" basis. To the fullest extent permitted by law, we disclaim all warranties of any kind, whether express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Website will be uninterrupted, error-free, secure, or free of viruses, or that the information on it is accurate, complete, or current.

Limitation of Liability

To the fullest extent permitted by law, Evelina Smiles and its owners, employees, and agents will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of data, arising out of or relating to your access to or use of, or inability to use, the Website.

This limitation applies to your use of the Website only. Nothing in these Terms limits, waives, or affects any rights or remedies you may have relating to the dental care or professional services you receive from us, which are governed by applicable law and not by these Terms.

Indemnification

You agree to indemnify and hold harmless Evelina Smiles and its owners, employees, and agents from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of your misuse of the Website or your violation of these Terms.

Governing Law and Disputes

These Terms are governed by the laws of the State of South Carolina, without regard to its conflict-of-laws rules. Any dispute arising out of or relating to these Terms or the Website that is not otherwise resolved will be brought in the state or federal courts located in South Carolina, and you consent to the jurisdiction of those courts.

[Note for review: if you and your attorney prefer mandatory arbitration and/or a class-action waiver for website disputes, this section is where that language would go. That is a decision to make with counsel.]

Changes to These Terms

We may update these Terms from time to time. When we do, we will revise the "Last Updated" date above. Your continued use of the Website after changes take effect means you accept the updated Terms.

Severability

If any provision of these Terms is found to be unenforceable, that provision will be limited or removed to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Evelina Smiles regarding your use of the Website.

Contact Us

If you have questions about these Terms, please contact us:

- **Email:** info@EvelinaSmiles.com
- **Mail:** Evelina Smiles, 304 Milacron Dr, Fountain Inn, SC 29644