

# WEBSITE TERMS AND CONDITIONS

Effective Date: July 11, 2026

Last Updated: July 11, 2026

## 1. Agreement to These Terms

These Website Terms and Conditions (“Terms”) are a legally binding agreement between you and Flourish Dental & Wellness, LLC (“Flourish,” “we,” “us,” or “our”). They govern your access to and use of <https://flourishdentalandwellness.com>, related webpages, website forms, online scheduling links, digital communications, and other online services we make available (collectively, the “Site”).

By accessing or using the Site, submitting a form, or using a Site feature, you acknowledge that you have read, understand, and agree to these Terms and our Privacy Policy and HIPAA Notice of Privacy Practices. If you do not agree, do not use the Site.

These Terms supplement—and do not replace—patient registration forms, informed-consent documents, treatment plans, financial policies, HIPAA authorizations, Flourish Care Plan agreements, promotion terms, and other agreements that may apply to dental care or a specific transaction. If a transaction-specific agreement conflicts with these Terms, the transaction-specific agreement controls for that subject.

## 2. Changes to the Terms

We may revise these Terms from time to time. Updated Terms will be posted with a revised “Last Updated” date. Changes apply prospectively unless otherwise permitted by law. Your continued use of the Site after updated Terms are posted constitutes acceptance of the updated Terms.

## 3. Eligibility and Use by Minors

You must be at least 18 years old and legally able to enter into an agreement to use the Site on your own behalf. A parent, legal guardian, or authorized adult may use the Site on behalf of a minor. The public Site is not directed to children under 13.

When using the Site for another person, you represent that you are authorized to provide the information and act on that person's behalf.

## 4. Informational Content Only — No Medical or Dental Advice

Site content is provided for general educational and informational purposes. It is not individualized medical or dental advice and is not a substitute for an examination, diagnosis, treatment plan, or consultation with a licensed healthcare professional who has evaluated you.

Information about prevention, oral-systemic health, holistic or wellness-oriented care, symptoms, procedures, technology, products, or treatment alternatives may not apply to every person. Do not start, stop, or delay treatment based solely on Site content.

## 5. No Dentist-Patient Relationship Through the Site

Accessing the Site, submitting a contact form, exchanging email or text messages, following Flourish on social media, or requesting an appointment does not by itself create a dentist-patient relationship. A professional relationship is established only after Flourish accepts you as a patient and an appropriately licensed provider completes the steps necessary to begin care.

We may decline or discontinue a prospective relationship where permitted by law, including when a requested service is outside our scope, clinically inappropriate, unsafe, unavailable, or better addressed by another provider.

## 6. Emergencies and Urgent Concerns

**DO NOT USE THE SITE, A WEBSITE FORM, EMAIL, TEXT MESSAGE, SOCIAL MEDIA, OR VOICEMAIL FOR A MEDICAL OR DENTAL EMERGENCY.**

If you believe you are experiencing a life-threatening emergency, call 911 or go to the nearest emergency department. For an urgent dental concern, call the practice directly and follow the instructions provided. We do not guarantee that digital messages will be reviewed within any particular period.

## 7. Clinical Services, Eligibility, and Results

All treatment is subject to clinical examination, diagnosis, informed consent, provider judgment, applicable standards of care, and patient eligibility. Descriptions of services on the Site are not promises that a treatment is available, suitable, covered by insurance, or guaranteed to produce a particular result.

Dental outcomes vary based on anatomy, health conditions, habits, adherence, treatment response, and other factors. Before-and-after images, testimonials, reviews, case examples, and statements about other patients are illustrative and do not guarantee the same result for you.

## 8. Appointments and Third-Party Scheduling

The Site may link to a third-party scheduling platform. An appointment request is not confirmed until you receive confirmation from Flourish or the authorized scheduling system.

Scheduling platforms may have separate terms and privacy policies. While certain vendors may act as our service providers or HIPAA business associates, Flourish does not control every aspect of an independently operated third-party platform.

You are responsible for providing accurate contact and scheduling information and for reviewing appointment confirmations. Contact Flourish directly if you do not receive confirmation or if information appears incorrect.

## 9. Contact Forms, Email, Social Media, and Other Messages

You agree to provide accurate information and not impersonate another person. Do not submit highly sensitive information—such as Social Security numbers, complete payment-card numbers, or detailed medical records—through a general contact form, ordinary email, or social-media message.

Electronic communications may be delayed, misdirected, intercepted, filtered, or accessed by someone with access to your device or account. By choosing an electronic method, you

acknowledge those inherent risks. You may request a different confidential communication method as described in our HIPAA Notice of Privacy Practices.

Flourish does not provide clinical diagnosis or treatment through public social-media comments or direct messages.

## 10. Text Messaging Terms

By providing your mobile number and consent where required, you authorize Flourish and its authorized service providers to send text messages related to the purpose for which you provided the number. Messages may include inquiry responses, appointment confirmations and reminders, care coordination, follow-up instructions, account administration, and, only with legally sufficient consent, marketing or promotional content.

- Message frequency varies.
- Message and data rates may apply.
- Consent to receive marketing texts is not a condition of purchasing services or receiving treatment.
- Reply STOP to opt out of automated texts. We will honor other reasonable revocation requests as required by law.
- Reply HELP for assistance or call (719) 357-8989.
- Carriers are not liable for delayed or undelivered messages.

After an opt-out, we may send one non-marketing confirmation of the request. Opting out of automated texts does not prevent communications that are legally permitted without consent or that you separately request.

## 11. Email Communications

We may send transactional or relationship emails concerning inquiries, appointments, treatment, accounts, security, or ongoing services. Promotional emails will include an opt-out method as required by law. You may unsubscribe from marketing email, but we may continue to send non-marketing messages necessary for care, scheduling, billing, safety, security, or legal compliance.

## 12. Insurance, Estimates, Billing, and Financial Responsibility

Information on the Site concerning insurance, benefits, pricing, financing, or estimated patient responsibility is general and may change. Verification of benefits is a courtesy and is not a guarantee of payment by an insurer.

Unless otherwise required by law or agreed in writing, the patient or responsible party remains financially responsible for services, including amounts not paid by insurance, deductibles, copayments, non-covered services, denied claims, and charges resulting from inaccurate or incomplete insurance information.

Treatment estimates are based on information available at the time and may change due to clinical findings, treatment modifications, insurance determinations, laboratory fees, or other circumstances. Separate financial policies and written treatment estimates control.

## 13. Flourish Care Plans

Flourish Care Plans are membership or discount arrangements and are not dental insurance. They do not constitute a health plan, do not reimburse services received elsewhere, and are subject to separate enrollment terms, eligibility rules, payment obligations, exclusions, renewal and cancellation provisions, and participating-service limitations.

If Site content conflicts with a signed Flourish Care Plan agreement, the signed agreement controls.

## 14. Promotions, New-Patient Offers, Giveaways, and Events

Promotions are subject to their stated terms, dates, eligibility criteria, clinical appropriateness, availability, and applicable law. Unless the offer expressly states otherwise:

- offers have no cash value;
- offers may not be transferred, duplicated, or combined;
- services require clinical eligibility and provider approval;
- insurance restrictions may apply;
- limitations, exclusions, and expiration dates apply; and
- Flourish may modify or discontinue an offer prospectively where permitted by law.

Contests, sweepstakes, ambassador collaborations, events, or giveaways may have separate official rules or agreements.

## 15. Cancellations, Late Arrivals, and No-Shows

Appointments are subject to Flourish's current scheduling and financial policies. You are responsible for timely cancellation or rescheduling and for any fee disclosed in the applicable patient or appointment policy. Site content is not a waiver of those policies.

## 16. Accuracy and Availability of the Site

We attempt to keep Site information accurate and current but do not warrant that all content is complete, error-free, or available at all times. Services, hours, providers, pricing, insurance participation, promotions, technologies, and policies may change without advance notice.

We may suspend, restrict, modify, or discontinue any Site feature for maintenance, security, operational, legal, or other reasons.

## 17. Intellectual Property

The Site and its text, graphics, photographs, videos, logos, icons, designs, downloads, software, and other content are owned by Flourish or used under license and are protected by copyright, trademark, and other laws.

Flourish grants you a limited, revocable, nonexclusive, nontransferable license to access and use the Site for personal, noncommercial, lawful purposes. You may not reproduce, distribute, modify, publicly display, sell, scrape, frame, republish, or create derivative works from Site content without prior written permission, except as permitted by law.

## 18. Prohibited Conduct

You may not:

- use the Site for an unlawful, fraudulent, abusive, threatening, defamatory, or deceptive purpose;
- submit false information, impersonate another person, or access another person's information without authority;
- attempt to gain unauthorized access to systems, accounts, networks, or data;
- introduce malware, harmful code, automated scraping, excessive requests, or other disruptive technology;

- interfere with Site security or operation;
- collect personal information about others without authorization; or
- use Site content to train a commercial artificial-intelligence system, create misleading medical content, or imply endorsement without written permission.

## 19. User Content, Reviews, and Public Posts

If you voluntarily post a public review, tag Flourish, comment on a public Flourish account, or otherwise publish content about us, that content may be visible to the public and subject to the platform's terms. Flourish may respond to reviews in a manner designed to protect patient privacy and may be unable to confirm or discuss whether a reviewer is a patient.

We will not use identifiable patient information, private messages, treatment details, photographs, video, or testimonials for public marketing where a valid authorization is required unless appropriate permission has been obtained.

## 20. Third-Party Links, Tools, and Services

The Site may link to scheduling, mapping, social-media, insurance, payment, financing, review, or other third-party services. A link does not necessarily constitute endorsement. Third parties are responsible for their own content, availability, security, privacy, and terms.

Your use of a third-party service is at your own risk and may be governed by separate agreements. Nothing in this section limits Flourish's obligations for vendors acting as HIPAA business associates or other regulated service providers.

## 21. Privacy and HIPAA

Our collection and use of personal information are described in our Privacy Policy. Uses and disclosures of PHI are described in our HIPAA Notice of Privacy Practices. These Terms do not waive or limit rights that cannot lawfully be waived, including rights under HIPAA and applicable Colorado law.

## 22. Accessibility and Nondiscrimination

Flourish is committed to providing access to its services and digital information in accordance with applicable law. We do not unlawfully discriminate in the provision of services.

If you have difficulty using the Site, need information in another format, require language assistance, or need a reasonable accommodation for an appointment, contact us at (719) 357-8989 or [flourishdentalandwellness@gmail.com](mailto:flourishdentalandwellness@gmail.com). We will make reasonable efforts to provide assistance.

## 23. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE AND ITS CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, SECURITY, OR UNINTERRUPTED AVAILABILITY.

This disclaimer applies to the Site and general informational content. It does not eliminate professional duties or warranties that cannot lawfully be disclaimed in connection with dental services.

## 24. Limitation of Liability

To the maximum extent permitted by law, Flourish and its owners, providers, employees, contractors, and agents will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising from or related to use of—or inability to use—the Site, third-party links, or general Site content.

To the maximum extent permitted by law, Flourish’s aggregate liability for a claim arising solely from the Site will not exceed the amount, if any, you paid directly to Flourish specifically for access to the Site during the six months before the event giving rise to the claim.

These limitations do not apply to liability that cannot lawfully be limited, and they do not waive rights or remedies concerning professional negligence, patient care, privacy, data breaches, consumer protection, or other matters where a limitation is prohibited by law.

## 25. Indemnification

To the extent permitted by law, you agree to defend, indemnify, and hold harmless Flourish and its owners, providers, employees, contractors, and agents from third-party claims, damages, liabilities, costs, and expenses arising from your unlawful misuse of the Site, violation of these Terms, infringement of another person's rights, or submission of information you were not authorized to provide.

This provision does not require a patient to indemnify Flourish for Flourish's own professional negligence, unlawful conduct, or breach of a non-waivable legal duty.

## 26. Governing Law and Venue

These Terms are governed by the laws of the State of Colorado, without regard to conflict-of-law principles. Subject to any mandatory law or agreement that provides otherwise, legal proceedings arising solely from the Site or these Terms shall be brought in a state or federal court with jurisdiction in El Paso County, Colorado, and the parties consent to that venue.

## 27. Suspension or Termination of Site Access

We may suspend or terminate access to the Site for conduct that violates these Terms, threatens security, disrupts operations, infringes rights, or creates legal risk. Termination of Site access does not by itself terminate an established dentist-patient relationship, which is governed by professional and legal requirements.

## 28. Severability, Waiver, and Assignment

If any provision of these Terms is found unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be enforced to the maximum extent permitted by law.

Failure to enforce a provision is not a waiver. You may not assign your rights under these Terms without our written consent. Flourish may assign these Terms in connection with a merger, sale, reorganization, or transfer of the practice or Site, subject to applicable law.

## 29. Entire Agreement

These Terms, together with the Privacy Policy and any transaction-specific documents that apply, constitute the agreement concerning your use of the Site. They do not replace clinical informed consent, a treatment plan, a financial policy, a membership agreement, or other patient documentation.

## 30. Contact Information

Flourish Dental & Wellness, LLC  
5925 Lehman Drive, Suite 5  
Colorado Springs, CO 80918  
Phone: (719) 357-8989  
Email: [flourishdentalandwellness@gmail.com](mailto:flourishdentalandwellness@gmail.com)  
Website: <https://flourishdentalandwellness.com>